

Terms & Condition (Services Commitment)

SERVICE COMMITMENT (Getting You Back To Work)

The Service commitment which GCPL undertakes to comply for the customer is mentioned herein below

- **Service Completion Time** defines the time taken for the GCPL to complete to a service call i.e subject to Customer Authorization online to carry out the work. (Authorization means the customer has to release the PO along with Payment and also agreed to start the work subject to all readiness at site i.e. availability of machine, required Parts & consumables etc.,). **Online Authorisation is mandatory; otherwise any verbal confirmation to any persons in GCPL will be excluded and out of Scope; as we can not capture time stamps and record.**
- This commitment shall be fixed within two-business day (# Applicable For Selected Common Repair Types) or when customer wants from Authorization to carryout the work and parts are provided to CSE at site.
- Back to Work Commitment: GCPL shall complete Common repairs (repair requiring 12 labor hours or less) and restore the Machine to operational status within two (2) business days from the time the Equipment Owner provides the required repair parts and authorizes the work.
- The completion period shall be calculated from the time the Customer provides authorization via Online (iFSM APP) and hands over the required parts to the Service Engineer, as recommended by the Service Engineer.
- This commitment applies only to Common repairs (repair requiring 12 labor hours or less) at site and does not include major repairs, overhauls, replacement of major components, or any services outside the scope of this Agreement.
- In the event of a work deviation request by the Equipment Owner during the interim period, the original reference and completion timeline shall be mutually revised and agreed upon by both parties.
- The Equipment Owner shall provide GCPL personnel with all necessary basic hand tools, lifting tackles, consumables (such as waste cleaning clothes, diesel, and petrol for cleaning purposes), and any required unskilled or semi-skilled manpower.
- If the Equipment Owner requests additional service visits beyond those covered under this Agreement, the Equipment Owner shall make full payment in advance for such additional visits.
- Additional service visits are subject to availability of GCPL personnel and shall be performed in accordance with the service standards and commitments defined in this Agreement.
- Service provided under Warranty, PSP, PIP, Service Letter or Goodwill failures shall not be considered for Back to Work Commitment or any associated compensation.
- Exclusions: Hilly or difficult terrain, non-approachable areas, unsafe regions, natural calamities, or Force Majeure events .
- Compensation for Failure: If GCPL fails to meet the Back to Work commitment, GCPL shall issue a Service Credit Redeem Point .
- The Redeem Point value shall be redeemable for toward parts purchase through the GCPL Online platform, as per the agreed compensation value.
- The Redeem Point will be issued within six (6) weeks from the invoice date.
- The Redeem Point shall have validity of Twelve (12) Months from date of Issue and shall be redeemable against purchase of parts only.
- This is valid only if the service requests are to be made by the CVA enrolled Customer to GCPL via the Toll Free Number or Customer app.
- This is applicable to Break down Repair only & not including schedule maintenance and General inspection or health checkup Visits
- In case the initial scope of works, as agreed with the Customer, changes during the course of repair against Customer wish or demand, a new reset Service Completion time has to be defined, which should be mutually agreed and accepted by customer, and so will be reset accordingly.
- The service request should be registered on or before 3 pm, otherwise time count will start from 8 am the next working day (Holidays Excluded).
- Customer should provide necessary High pressure Air / Water, Electricity points, Welding Facility, Crane / Lifting Equipment or Device, Support Stands at site
- Tyers and Battery are not in the scope of this Contract.
- Customer should provide secured storage at site for storing Tools / Parts or Component at site during repair work, work delayed due to any loos of such item will not be considered.
- Exclusions1- Repair due to -Major repairs, Overhauling, GET & Undercarriage Parts, Work Tools (Attachments like Rock-breakers etc), wear & tear parts, Preventive Maintenance, Health Checkup & Inspection visits, repair needed because of accident, misuse, overloading, wrong operation and application will be excluded from the Scope of Service Commitment.
- Excusions2- Not adhering to GCPL repair recommendations, unscheduled or delayed Preventive maintenance, any repair done thru local sources or local mechanic not authorized by GCPL, will be excluded from the Scope of Service Commitment.

Parts Availability Commitment: (All Parts Next Business Day)

Parts Commitment: GCPL commits to having ordered parts ready for collection or dispatch at the nearest GCPL branch.

Preventive Maintenance (PM) Parts: GCPL shall be made PM Parts available at nearest branch by the next business day or the required date as agreed, whichever is later, subject to the order being commercially cleared and 100% advance payment without discount.

Common Repair Parts: GCPL shall be made available Common Repair Parts at nearest **Spoke** by the next business day or the required date as agreed in the parts purchase order, whichever is later, subject to the order being commercially cleared and 100% advance payment without discount.

Exclusions – The following Caterpillar (Cat) parts are excluded from the Parts Commitment Program:
Inventory or Bulk Orders.

- Cat Parts considered by Caterpillar as made to order Items.
- Discontinued Cat Parts
- Cat Parts ordered by participating Cat dealers under rental fleet CVAs.
- Parts already covered through Caterpillar PSP/PIP/ Service Letter, Warranty or an Equipment Protection Plan
- Any Cat parts not included in the list of Cat parts within the scope of Services commitment program.
- Parts such as track groups and assemblies, blocks and piston packs, non-mechanical brackets and fenders.
- Planned replacement/overhaul parts, non-mechanical parts and highly customized parts.
- The following categories of Cat parts: DT Components Electronics, DT housings and cases - DT major components, Reman major components, DT Replacement Engines, Replacement engine, long & short blocks, Structural Dealer service tools, Hand tools, Major structural; minor structural, Operator environment, Undercarriage Full track groups and link assemblies Engine Overhaul, Cylinder heads and pieces, Cylinder packs and pieces, Overhaul components, GET Work tool parts, adapters and base.
- **Compensation for Failure:** If GCPL fails to fulfil the committed parts availability timeline, a Parts Credit Redeem Point shall be issued. (1 Point = 1 INR)

- The Redeem Point value shall be equivalent to the invoiced price of the delayed part(s) and shall be subject to the following maximum limits INR 50,000. whichever is lower
- The Redeem Point value shall be redeemed toward parts purchase through the GCPL Online platforms.
- Taxes and additional charges are excluded from the credit value.

- The Redeem Point shall be issued within **six (6) weeks** from the invoice date.
- The Redeem Point shall have validity of three (12) Months from date of Issue and shall be redeemable for purchase of parts only.

Compensation Condition:

- Compensation will be provided only after clearance of all pending dues.
- Compensation applies only to parts purchased at List Price.
- Compensation is applicable only for parts ordered for machines covered under this contract.
- The Redeem Point can be redeemed only once, against a single invoice. No further commitment or compensation applies to transactions made using the Redeem Point.
- In the event that both Parts and Service misses occur, compensation shall be extended to the Equipment Owner for either Parts or Service, as mutually agreed by both parties
- Compensation shall not apply to rental charges, nor to the procurement or replacement of a new machine or engine.

Expiration of Parts Credit: The Parts Credit issued under the Services Commitment Program will expire 365 days after being issued by GCPL.