

# THE HARTECH LIFETIME MAINTENANCE PLAN

## FOREWORD

We're an extremely accommodating flexible business and operate a policy of discretion in all our dealings. We try to be as helpful and approachable as possible and always try to go the extra mile in preserving customer relationships in a fair and friendly way. The Plan is an evolving package which we need to carefully run with a set of ground rules that continue to make it viable and manageable - as new scenarios have evolved we have needed to introduce new Terms & Conditions.

Concern over engine failures is the main reason a large proportion of customers join the plan. This area **is** covered and the classic problems such as scored/cracked cylinders, snapped chains, intermediate shaft & crank bearing failure, etc. are still covered.

## HARTECH LIFETIME MAINTENANCE PLAN TERMS & CONDITIONS

Introduction Date: 1 October 2014

These terms & conditions (from hereafter referred to as "terms") replace all previous versions.

The Hartech Lifetime Maintenance Plan (from hereafter referred to as the "LMP") is a maintenance package covering specific elements of the routine servicing, maintenance and repair of Porsche cars. It is an agreement between the owner of the vehicle (from hereafter referred to as the "Customer") & Hartech Computation Limited (from hereafter referred to as "We" or "Hartech").

The contract between Hartech and the customer from hereafter shall be referred to as the "Agreement".

It is understood that by being a member of the Plan and making payments the customer accepts these terms.

The LMP is not a form of insurance, breakdown or warranty policy.

We reserve the right to introduce new terms as and when we see fit with immediate effect and they will be displayed on our website [www.hartech.org](http://www.hartech.org) .

It is understood that all parties enter into the Agreement in a fair spirit of cooperation with good intentions of a mutually beneficial outcome.

These terms run in conjunction with our general business Terms & Conditions.

## ITEMS/WORK COVERED:

Hartech's in house servicing costs (parts and labour) at the intervals stated below.

Hartech's in house labour for all faults except the excluded list below.

Annual MOT fee when arranged by Hartech.

In house wheel alignment check and adjustments carried out with a Gold Major Service (assuming suitable correct genuine wheels fitted).

The laser alignment pods mount to the machined face exposed when the centre cap is removed which some of the aftermarket wheels don't have. Also, the incorrect offset wheels may prevent the pod mounts gripping. If we have a spare set of wheels available we can use them but reserve the right to charge for the extra time it takes swapping wheels.

<b>INTERVALS</b>	<b>Up To 3000 Miles Per Annum</b>	<b>3001-10000 Miles Per Annum</b>	<b>10001-20000 Miles Per Annum</b>	<b>20001-30000 Miles Per Annum</b>
Starting Point	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change
4 Months	-	-	-	Gold Minor Service
6 Months	-	-	Gold Minor Service	-
8 Months	-	-	-	Gold Minor Service
12 Months	MOT & Annual Check	MOT & Gold Minor Service	MOT & Gold Major Service	MOT & Gold Major Service
16 Months	-	-	-	Gold Minor Service
18 Months	-	-	Gold Minor Service	-
20 Months	-	-	-	Gold Minor Service
24 Months	MOT, Gold Minor Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change
28 Months	-	-	-	Gold Minor Service
30 Months	-	-	Gold Minor Service	-
32 Months	-	-	-	Gold Minor Service
36 Months	MOT & Annual Check	MOT & Gold Minor Service	MOT & Gold Major Service	MOT & Gold Major Service
40 Months	-	-	-	Gold Minor Service
42 Months	-	-	Gold Minor Service	-
44 Months	-	-	-	Gold Minor Service
48 Months	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change	MOT, Gold Major Service & Brake Fluid Change

## **EXCLUDED ITEMS/WORK/COSTS:**

All parts other than service items (including oil, filters & brake fluid but excluding drive belts). These are chargeable at our normal retail price.

Our normal retail price will not exceed Porsches retail price plus any stocking cost. If we use OEM parts these will be charged at our normal fair retail price and we won't be following the practise that we've seen other garages pursue of selling an OEM part at Porsche retail price.

Any faults caused by corrosion and perishing and additional labour resulting from it (including seizure of, for example, bolts, screws etc).

For clarification, both the parts & labour costs for items such as corroded brake pipes, radiators, brake discs, exhaust silencers or exhaust connections are not covered whatsoever.

Corrosion also causes seizure and whilst we always spend some time free of charge initially, should we find that a fixing is seized through corrosion, we reserve the right to charge for the additional time spent in this regard. A typical example is discovering that a control arm bolt is seized in the bush which results in over 2 hours additional work needed to cut through it etc. In such a case we would need to charge for the 2 hours but not for the normal element of the job which would be covered.

If we didn't have the corrosion clause we'd need to put an age limit on the cars we support and increase prices etc.

### **Bodywork.**

Strictly speaking all elements of body work are excluded but we use our discretion and generally end up carrying out minor works without charge as a gesture but any significant work is outside of the cover of the LMP.

### **Accident damage.**

### **Air-conditioning.**

Not all of the cars have air-conditioning and as the cars age the systems can become more troublesome. Rather than have a dual price structure we exclude it from the LMP but can carry it out at our normal labour rates.

### **Internals of tiptronic gearboxes.**

This is a very specialist area which we're not set up for. However, should a problem occur, we would carry out the removal and installation of the gearbox under the LMP but would send the unit to a specialist. The Customer would pay for the specialist charges.

### **Sub-contract charges.**

### **Car audio.**

### **Tyres/wheels & wheel balancing.**

### **Recovery charges.**

It is the responsibility of the Customer to deliver and collect the vehicle to us during our normal hours of business.

Car rental/hire.

Faults existing before joining the plan.

We usually record these on the initial Car Condition Report but if a problem emerges which clearly existed before the Customer joined the LMP it wouldn't be covered and would be chargeable at the normal rates. It would be covered after successful rectification work where applicable has taken place.

Faults arising from previous bad workmanship carried out by other parties before or during the plan.

Should a problem emerge which is clearly caused by previous bad workmanship carried out elsewhere, even if carried out before joining the LMP, we reserve the right to charge normal rates for rectification. We once came across an engine oil starvation problem and it turned out that a rag had been left in the sump from a previous repair and it was blocking the intake !

Any costs arising from work carried out elsewhere.

We appreciate that for those customers some distance away it may not be practical to have something like an electric window fixed here in Bolton. We will not refund any charges made elsewhere and also must be consulted in advance of the works. We will not cover the results of bad workmanship by the third party.

Work beyond our ability as a mechanical Porsche Specialist.

Aftermarket products.

The computer control systems throughout the car can be affected by after-market systems. What appear like simple things can cause havoc with the communication systems between modules and things like LED lights, aftermarket stereos, iPod connections, Blue-Tooth kits can cause issue. There can be imbalance & warning light problems caused by after-market exhaust systems, air filters etc.

The LMP doesn't cover any issues whatsoever relating to aftermarket products and if we find a problem is caused by such we reserve the right to charge labour for any related work at our current rates.

We also don't cover the failure of after-market cylinders & IMS bearings (with the exception of our own).

Water ingress & associated damage, rattles/creaks & wind noise:

We're always willing to spend a bit of time checking the simple things but strictly speaking these areas aren't covered so if we can't get to the bottom of it quickly it falls outside the scope of the cover.

Machining costs.

Our machine shop has a different team of staff and its own overheads which are totally separate from our Porsche Specialist garage facility and as such falls outside the scope of the cover.

Minor oil leaks.

For an oil leak to be covered we must deem it to be significant and our word is final. Weeps & misting reasonable for the age of the car are not covered.

Introduction of a foreign material.

We do not cover faults caused by a foreign body/material. For example if the snap ring from an oil can accidentally got into the oil and entered the engine or a bad batch of fuel caused a problem.

Wheel alignment other than during the scheduled Gold Major Service or the specific work needed as a direct result of replacing a component covered by the LMP.

We adjust incorrect wheel alignment during a Gold Major Service to allow for general settling and slight suspension wear but we will charge for any additional checks & adjustments needed in between unless we lose settings when replacing components in which case the work is covered.

Faults only evident at speeds greater the UK speed limit.

We use our discretion but we once had a complaint about a vibration at 160 mph !!

Any faults resulting from racing, track use, dynamometer/rolling road testing, exceeding the UK speed limits, abuse, neglect, and deterioration of a problem due to lack of prompt Hartech attention.

Any stored rev range data in the upper ranges invalidates free engine labour. For a 986/996 this is over 8200 RPM and for a 987/997 this is over 7900 RPM.

Overheating falls under the umbrella of neglect but we use common sense and discretion.

Continuing to drive whilst the car is clearly overheating or has lost oil pressure could invalidate claims.

Performance enhancing products and any faults attributable to their presence.

Work we don't agree is needed, investigation work we feel is not needed & unfair demands.

In most cases it's clear that a problem has emerged and action is needed such as an electric window or intermediate shaft bearing failure, brake discs reaching their wear limit, leaking water pump or steering rack, excessive play in shock absorbers etc. These types of issues are clear cut, need resolving and are covered by the LMP. However, a minority of Customers seem to view the free labour as an unlimited resource for unnecessary investigation & betterment rather than repair and very occasionally we've had Customer's requesting unnecessary refreshment work when things are still perfectly serviceable, often when they intend to imminently sell the car.

The LMP is for genuine faults which need resolving and we must agree that the issue is present at the time of inspection, clear symptoms are displayed, it's affecting the safe & reliable performance of the car and we agree that action is needed. Our word is final.

We do not cover some imperfections which have no technical consequences or are characteristic to a particular model.

Bearing in mind the above, we're happy to investigate genuine real concerns but, whilst common sense comes into play, we will not investigate a fault under the terms of free labour where there are no exact symptoms which we can re-produce. If we agree to investigate a "grey area" where we cannot re-produce the symptoms and no fault is found we will charge for the time spent at our full labour rate. If we do find a fault and we agree action is needed no charge will be made.

Any act of God, terrorism, war extreme weather & unusual natural phenomenon.

Faults as a result of freezing.

Any out of pocket expenses, losses or damage of any nature whatsoever or claims for any expenses as a result of an issue with the vehicle.

### **PLAN COSTS:**

Please refer to our website for current pricing ... <http://hartech.org/maintenance-plan>

We reserve the right to make annual price increases at a fair rate taking into account industry costs & inflation. To save administration costs we may choose to make them less frequently but then after a number of years increase them at a cumulative rate to cover the non-increased period. We reserve the right to increase costs with notice if new problems emerge or unforeseen factors render the LMP to be no longer viable.

### **BOOKING PROCESS:**

With the co-operation of Customers we will book all servicing & MOT's up to a year in advance with an allocated technician. These bookings will be for booked in planned work only. A particular difficulty we have is when a car is booked in for say a 6 hour service only and the Customer arrives with a list of "Whilst it's in can you ..... etc", especially when we may also find attention needed to other areas during the service. A set length of time is allocated for bookings many months in advance and there will be other work booked in either side and whilst we try our best to accommodate, we cannot always carry out all unexpected work and respectfully request Customers give sufficient notice for known "extras" rather than adding them on arrival or a few days before.

We will always endeavour to accommodate unexpected work as soon as possible.

We take great care of Customers cars and always ensure they're stored inside overnight. We have limited space and respectfully request that Customers collect cars promptly unless storage has been arranged with us in advance. We've had a few episodes where cars have been unexpectedly left with us for several weeks after we've completed quick simple jobs and we've then had to delay other existing bookings through a lack of space. We reserve the right to charge storage at our current rates should a pre-arranged period be exceeded beyond a reasonable time.

### **CANCELLATION:**

New customers agree to participate for a minimum period of 12 months. Should they wish to leave the scheme early we reserve the right to recover the outstanding balance.

After 12 months of participation any customer wishing to cease the Agreement must notify us in writing (email is acceptable) and the Agreement will be cancelled with immediate effect. No money will be re-funded and it is the Customers responsibility to cancel the standing order (if they do not carry this out no future payments will be refunded).

We reserve to cancel the “Agreement” without warning and without any refund of payments if:

- 1) We believe & have evidence the odometer has been tampered with.
- 2) We are subject to abuse from a Customer.
- 3) We believe and have evidence that the Customer is not caring for the car properly and subjecting it to a lack of reasonable care we're not happy with.
- 4) A Customer makes a dishonest claim.
- 5) The vehicle is used for an illegal activity.

We reserve to cancel the “Agreement” without warning if we feel the personal relationship between the Customer and Hartech has deteriorated to a point where we feel the relationship is counter-productive.

#### **TRANSFER OF LMP TO NEW OWNER:**

The LMP is non-transferable. New owners may apply to join the LMP for a reduced initial fee but acceptance is Hartech's choice.

Admission onto the Maintenance Plan has always been selective and at our discretion. We were also allowing transfers to new owners to take place, again on a discretionary basis, but this removed some of our selection process and our flexibility in this regard has been abused on a number of occasions with some owners mis-leading prospective buyers to simply help sell their car with no consequences to themselves.

We do not allow transfers but new owners can re-apply to join the Plan at the beginning of their ownership. They will need to pay a discounted fee for a check over from which a fresh starting point will be established. Rather than a transfer taking place the contract with the original owner will end as soon as they've either sold the car or ceased to make their monthly payments and a fresh one will be established with the new owner, but with a lower entry investigative cost.

#### **OTHER:**

A Customer must follow our recommendations to justify cover.

If we find that a component/work is needed which the Customer declines we may then exclude the particular area/potential knock on effect from future free labour. We reserve the right to withdraw cover all together and cancel the Agreement if we feel that this is leading to not caring for the car properly.

With the objective of long term lower running costs & better reliability, we're strong believers in preventative maintenance and where we feel there's a benefit we may wish to take steps in certain areas in advance of a problem. This is particularly relevant whilst working in an area of the car which has required time to access and we may recommend additional opportune steps. If the customer declines we may withdraw future LMP cover for the declined work. For example if we're replacing a failed drop link but need to remove the anti-roll bar during the job and can

see that the bushes are aged, we may recommend new ones – if the customer declines and we find some time later the bushes need changing we may charge labour. A more extensive case would be if we're re-building the engine for a scored cylinder and recommend a new set of crank bearings and timing chains. If this was declined we'd exclude those areas of the engine from future LMP cover.

We must be notified of and grant permission for work to be carried out elsewhere even if it seems that it's clearly an area totally outside of the scope of the LMP.

We must agree that the work is needed and our word is final.

We reserve the right to charge for investigation work into a non-existent fault which a Customer reports and specifically instructs us to investigate despite no symptoms presenting themselves to us.

We reserve the right to charge for investigation work to diagnose an issue which then requires parts which the customer chooses not to have.

We will not fit Customer supplied parts except in exceptional circumstances.

All Hartech supplied new parts are properly sourced as being of high quality, fully compatible and backed up by guarantees. From a Customer perspective if there is an issue it's then clear that they have only one port of call to resolve the issue in Hartech. As such we will not fit a Customer supplied part unless in exceptional circumstances. If we were to choose to we would not be liable for it in the event of an issue and may withdraw it from future LMP cover.

We will only fit direct replacement parts except in exceptional circumstances.

We reserve the right to withdraw cover of an inherent classic flaw if it emerges but will notify Customers in advance. We currently continue to cover the classic internal M96/M97 engine internal issues of cylinder bore scoring, IMS bearing failure, etc. and have no intentions of changing this policy at this time.

We may introduce steps as a preventative measure which may have a shared cost implication. We may find new preventative steps become available to reduce the chances of a problem occurring which save all parties money in the long run and improve reliability. If such steps emerge we may deem it fair to share the cost of such and invite Customers to participate on a shared fair cost basis. We reserve the right to withdraw cover for specific areas if these steps are refused.

The vehicle is not to be used for hire or reward.

End.