



FOTON TUNLAND

New Vehicle & Service Activated
Roadside Assistance Program

Terms & Conditions



Effective October 2025

*Overseas models shown.

New Vehicle & Service Activated Roadside Assistance Program

TERMS & CONDITIONS

You should carefully read and agree to these Terms and Conditions as your FOTON Roadside Assistance Program will be provided on these Terms and Conditions which contain exclusions and limitations.

By making a request for Roadside Assistance, you will be agreeing to these Terms and Conditions.

This document is current as at 20th October 2025 but is subject to change at any time without notification.

FOTON ROADSIDE ASSISTANCE PROGRAM IN DETAIL

Using FOTON Roadside Assistance offers reliable and secure Roadside Assistance 24 hours a day, 365 days a year within the limits set out in these Terms and Conditions.

To access FOTON Roadside Assistance, simply call us on **1800 973 562**. Please have the following information ready when you call:

- Your name and telephone number
- Your Breakdown location (stating the nearest cross street where possible)
- Your membership number and expiry date
- Your Vehicle registration number
- A description of the problem

WHO IS THE ROADSIDE ASSISTANCE PROVIDER?

Roadside Assistance coverage is provided for a total maximum period of 7 years (subject to the eligibility criteria outlined below) from the Commencement Date, being the date your vehicles New vehicle Warranty begins, and is provided by Digicall Assist Pty Ltd ABN 92 152 605 340 trading as 'Digicall Assist'.

Whenever you request roadside assistance under your membership, you will be making that request to Digicall Assist, who will provide the services under the Terms and Conditions set out below. The Terms and Conditions contain exclusions and limitations.

NEW VEHICLE ROADSIDE ASSISTANCE

The New Vehicle Roadside Assistance Program is complimentary for 12 months (unlimited kilometres) from the Commencement Date and applies to all FOTON vehicles retailed from 20th October 2025 that meet the 'Standard Eligibility Criteria' as outlined below.

TERMS & CONDITIONS CONT'D

SERVICE ACTIVATED ROADSIDE ASSISTANCE

Subject to your vehicle meeting the 'Service Activated Eligibility Criteria' outlined below, the Service Activated Roadside Assistance Program is available in addition to the New Vehicle Roadside Assistance Program.

This Service Activated Roadside Assistance Program commences from the 12-month anniversary of the Commencement Date and continues for a further 12 months, unless terminated or extended as follows:

- Extension: If your vehicle continues to meet the Service Activated Eligibility Criteria, your Service Activated Roadside Assistance Program will extend up to 6 consecutive 12-month periods, each commencing on the 12-month anniversary of the Commencement Date;
- Termination: If your vehicle no longer meets the Service Activated Eligibility Criteria, the Service Activated Roadside Assistance Program will terminate at the end of the current 12-month period during which the Service Activated Eligibility Criteria were last met; and
- Maximum Coverage Period: Notwithstanding anything else contained in the document, the total maximum Roadside Assistance coverage is 7 years from the Commencement Date, or 110,000 kilometres, whichever occurs first.

STANDARD ELIGIBILITY CRITERIA

As a pre-condition to being eligible for FOTON Roadside Assistance, your FOTON vehicle must have been sold and distributed by FOTON Australia and must be a Roadworthy Well-Maintained Vehicle.

Additionally, your vehicle must also be mobile prior to becoming a FOTON Roadside Assistance Member. If your Vehicle is not a Roadworthy Well-Maintained Vehicle or has a pre-existing fault at the time of renewing your policy, a FOTON Roadside Assistance Service Provider may still attend to your call, but they will inform you as to how much it will cost to provide assistance. This cost will be your responsibility.

SERVICE ACTIVATED ELIGIBILITY CRITERIA

To be eligible for the Service Activated Roadside Assistance Program, your vehicle must:

- Meet the 'Standard Eligibility Criteria' outlined above; and
- Be retailed on or from 20th October 2025; and
- Travelled less than 110,000 kilometres; and
- Have all logbook services completed within the authorised FOTON Australia Dealer Network in accordance with the scheduled service intervals as outlined in the FOTON Ute Warranty & Service Handbook provided with

your vehicle or be completed within 3 months or 5,000 kilometres of such intervals;

- You have opted in to the FOTON UTE Service Activated Roadside Program through the authorised FOTON Australia Dealer Network.

PLEASE STAY WITH YOUR VEHICLE

Once a roadside assistance provider has been called, it is important that you remain with your FOTON vehicle if it is safe to do so. Should a FOTON Roadside Assistance Service Provider arrive at the scene of the Breakdown and the FOTON vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent Callout to assist with the same incident.

If you require assistance and have to leave your Vehicle for safety reasons, please advise the FOTON Roadside Assistance Customer Service Assistant at the time of the initial call.

TELE-ASSIST

Once our Customer Service Assistant receives your call, FOTON Roadside Assistance will provide general advice about the operation of your Vehicle. If your FOTON vehicle is immobilised, we will provide an over the phone diagnosis (where possible) to get your vehicle mobilised.

ROADSIDE ASSISTANCE

If our Customer Service Assistant is unable to assist you over the telephone, FOTON Roadside Assistance will dispatch a Service Provider who will arrange a minor roadside mechanical repair of your immobilised Vehicle to facilitate the immediate mobilisation of the FOTON vehicle.

It does not include workshop repairs which may require diagnostic equipment, parts or repairs and does not include servicing of the FOTON vehicle. You will be responsible for the costs of items such as hose clamps, lightbulbs, coolant top-ups, nuts, bolts and the like to get your FOTON vehicle back on the road.

FLAT OR FAULTY BATTERIES

Flat batteries can occur. If you find yourself immobilised with a battery problem, we will attend to your FOTON vehicle, test the battery for performance, jump start the flat 12V battery and coordinate battery replacement if required.

If your FOTON vehicle is out of New Vehicle Warranty, the roadside assistance policy covers the Callout fee. Any additional costs such as a replacement battery are not covered under your roadside assistance.

TERMS & CONDITIONS CONT'D

FLAT TYRES

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel. If your vehicle is not equipped with a spare wheel, we will transport the FOTON Vehicle to an approved tyre outlet or authorised FOTON Service Centre. Please tell us if more than one tyre is flat or locking wheel nuts are fitted to the FOTON Vehicle as this may hinder the supply of our service.

We are only liable to replace one flat tyre with your Vehicle's Serviceable Spare tyre. Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing is provided up to the towing limits specified below.

Where your vehicle is equipped with a temporary mobility kit, this may be used if it is deemed safe and suitable to do so.

LOST OR LOCKED KEYS

If you lose your keys or lock them in your FOTON vehicle, we will provide all reasonable assistance (subject to proof of ownership shown) to:

- Locate and deliver a spare key, or
- Arrange for the driver to retrieve the spare key, or
- Gain access to your Vehicle, once a consent and indemnity form has been signed by you.

In all other situations where the key is not available, we will arrange to transport the vehicle to an authorised repairer, where the appropriate entry methods may be used. We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked. A limit of \$100.00 (inc. GST) applies to this benefit. All additional costs are your responsibility.

TOWING/TRANSPORTATION

Where your FOTON vehicle cannot be mobilised at the Breakdown location and/or requires electronic diagnosis, we will deliver your vehicle to the nearest authorised FOTON Service Centre from breakdown location. If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to an authorised FOTON Service Centre the next working day.

(Note: Towing/transportation is limited to 50 kilometres in metropolitan areas and 100 kilometres in regional areas. All additional costs are your responsibility.)

ACCIDENT COORDINATION

If your FOTON vehicle is involved in an accident, we will coordinate towing arrangements and will also provide advice on accident procedures. If required, we will coordinate alternative transport to enable you to continue your journey. All accident towing and alternative transport costs are your responsibility.

(Note: these costs, subject to the payment of any excess, may be recoverable from your insurance company under an appropriate insurance policy).

BOGGED VEHICLE

We will, at your cost, attend and recover your FOTON Vehicle from a bogged situation provided that reasonable and safe access is available to a conventional two-wheel drive recovery vehicle and no other specialist equipment is necessary. All costs are your responsibility.

CARAVAN & TRAILER ASSISTANCE*

If your FOTON Vehicle suffers a breakdown and requires transportation to a repairer, we will transport the attached caravan or trailer to the same repairer or agreed location. The recovery distance will not exceed the initial transportation distance of the immobilised vehicle. Please refer to the section outlining limitations to towing. It is your responsibility to inform our customer service assistant, on the initial call, that your FOTON Vehicle is towing a caravan or trailer prior to a service provider being dispatched to assist you.

If you do not tell us, you may be responsible for any/all subsequent costs associated with the caravan or trailer towing.

*This service does not extend to breakdown related matters associated with the caravan or trailer itself or caravan and trailer couplings where your vehicle is still mobile. The caravan or trailer cannot exceed the legal towing weight or dimension restrictions for a passenger vehicle transporter. Trailer and van towing, if required, is not included. All costs associated are your responsibility.

ADDITIONAL BENEFITS

Additional benefits, being Accommodation, Vehicle Relocation, Rental Vehicles and Alternative Transport, are mutually exclusive and may not be combined i.e. in the event that the rental car benefit is availed the other Additional Benefits will not be available. Additional Benefits are available if the vehicle is immobilised due to a warrantable fault and is over 100 kilometres from your home location at the time of the breakdown.

(Note: Additional benefits are not applicable on non-warrantable faults.)

TERMS & CONDITIONS CONT'D

HOTEL ACCOMMODATION ASSISTANCE

If your FOTON vehicle is immobilised due to a mechanical Breakdown more than 100 kilometres by road from your home and for longer than 24 hours, accommodation will be provided for a maximum of three (3) nights to a total maximum value of \$200 (inc GST) per night, should you decide to remain with the FOTON vehicle whilst it is being repaired locally, or if the Breakdown has occurred outside the hours when alternative transport could be arranged.

Any amount charged in excess of this limit will be your responsibility. This benefit provides room only and excludes meals, phone calls, laundry, etc.

Please note that if you claim the benefit for Hotel Accommodation Assistance, you are not entitled to claim Alternative Transport Assistance.

Rental vehicle entitlements cease once repairs to the FOTON vehicle have been completed.

RENTAL VEHICLE

Should a mechanical Breakdown occur and the FOTON vehicle be immobilised more than 100km from Home and for longer than 24 hours, FOTON Roadside Assistance will pay up to \$100 (incl GST) a day for up to three (3) days for a rental vehicle (maximum \$300). Any amount charged in excess of this limit will be your responsibility.

You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess kilometre charges, any traffic infringements, any damage and any excess or insurance waivers on the rental vehicle. Rental benefits cease on the day the Vehicle has been repaired. If the driver's licence history or age will not allow the rental company to provide a hire car, the provision of alternative transport in lieu of a rental car will be at our discretion to the same maximum comparable hire car cost.

If a rental bond cannot be provided by the driver at the time of securing the hire car, provision of the hire car will be at the discretion of the rental company. We will not provide the rental bond, but at our discretion, may provide alternative transport in lieu of a rental car to the same maximum comparable hire car cost.

Rental vehicle entitlements cease once repairs to the FOTON vehicle have been completed.

ALTERNATIVE TRANSPORT ASSISTANCE

Should hotel accommodation or rental vehicle be unavailable following a mechanical or electrical failure which has immobilised your FOTON vehicle, FOTON Roadside Assistance will coordinate alternative transport to a maximum of \$50 (inc. GST). This benefit cannot be used in conjunction with Hotel Accommodation Assistance, and the entitlement is to either benefit not both.

VEHICLE RELOCATION

Vehicle relocation, at your cost, can be provided where your FOTON Vehicle has a breakdown more than 100 kilometres from your home and cannot be repaired on the same day. If you have left the vehicle to continue your journey, vehicle relocation will be provided to deliver the FOTON Vehicle, once repaired, to your home or intended destination (whichever is the nearest) where the distance between you and the selected authorised repairer is greater than 100 kilometres. Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

EXCLUSIONS AND LIMITATIONS

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the FOTON vehicle being in a remote location.
2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by the negligence of FOTON Roadside Assistance or its agents or Service Providers, FOTON Roadside Assistance is not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with or as a result of:
 - a) The FOTON vehicle not being registered on the FOTON Roadside Assist system where customer data is stored;
 - b) The FOTON vehicle being unregistered;
 - c) The FOTON vehicle being outside a Service Area;
 - d) The FOTON vehicle being unattended;
 - e) The FOTON vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies);
 - f) FOTON Vehicle abuse or neglect by the Member (as reasonably determined by FOTON Roadside Assistance);
 - g) The Member failing to use reasonable care with the FOTON vehicle;
 - h) Failure by the Member to conduct regular preventative FOTON vehicle maintenance or provision of inappropriate repair or maintenance to the FOTON Vehicle;
 - i) Repeated service calls due to Member related faults;
 - j) Failure by the Member to comply with any instructions or directions provided with or attached to the FOTON vehicle;

TERMS & CONDITIONS CONT'D

EXCLUSIONS AND LIMITATIONS CONT'D

- k) Accident damage, any damage arising from or caused by an impact or collision or accidental damage of any nature, any attempted or successful theft or break-in of the FOTON vehicle (but excluding the provision of and cost of providing any Accident-related services which FOTON Roadside Assistance agrees to arrange or provide);
 - l) Failure by the Member to comply with instructions reasonably provided by FOTON Roadside Assistance or its agents or Service Providers;
 - m) Failure by the Member to comply with any applicable road laws or regulations;
 - n) Caravans or trailers (subject to the specific benefits set out above);
 - o) Bugged FOTON vehicles, except where access is available and is trafficable by a two-wheel drive recovery vehicle and no other specialist equipment is necessary. Should specialist equipment and/or towing become necessary, additional costs are your responsibility. Drivers will be advised of this condition prior to attendance by a FOTON Roadside Assistance Service Provider and the provision of this service is at our discretion;
 - p) FOTON vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
 - q) Heavy haulage FOTON vehicles or FOTON vehicles that, in our opinion, require a heavy haulage towing provider due to the weight, length, width or height of your FOTON vehicle.
3. Where FOTON Roadside Assistance incurs costs under item 2 above, the Member will be responsible for the cost and must make payment in the amount and manner as advised by us.
- Additionally, if any of those events result in more than 5 Callouts per year, FOTON Roadside Assistance will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision.
4. Services provided by FOTON Roadside Assistance are also subject to:
- Resources being reasonably available in the vicinity of the Breakdown or problem;
 - Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures);
 - Areas being trafficable by a two-wheel-drive recovery vehicle;
 - Vehicle accident or traffic congestion;
 - Restricted Access Area requirements.

5. We have no obligation to pay for costs incurred in service calls where your FOTON vehicle is immobile in a workshop undergoing repairs or undergoing mechanical or electrical repairs at your premises. We are not responsible or liable for any costs arising from work carried out by an Approved Repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

TRANSFERRING OF YOUR MEMBERSHIP

Your FOTON Roadside Assistance membership is fully transferable to the new owner of the FOTON vehicle at any time during the membership period. Please contact us on 1800 036 866.

CANCELLATION OF MEMBERSHIP

You may choose to cancel your FOTON Roadside Assistance membership at any time, however, no pro rata refunds will be given to you on unexpired membership merely because you decide you do not want the membership.

AUSTRALIAN CONSUMER LAW

Despite anything contained in these Terms and Conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms and Conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the Australian Consumer Law.

PRIVACY OBLIGATIONS

If you accept the FOTON Roadside Assistance Program, FOTON will provide your personal information (as set out in the purchase contract) to Digicall Assist so that they can use, store and disclose it for the purpose of providing you with roadside assistance membership services and for any other related purpose.

Please refer to Digicall Assist's Privacy Policy for further information on how they handle your personal information. If you wish to access or correct any information that Digicall Assist holds about you, please contact Digicall Assist directly. If you do not accept the FOTON Roadside Assistance Program, FOTON will not pass on any of your personal information to Digicall Assist.

Digicall Assist's privacy policy can be viewed at www.digicallassist.com.au or by contacting them at:

Postal Address: P.O Box 3474, Rhodes NSW 2138 Australia

T: +61 2 8880 3999

E: privacy@digicallassist.com.au

TERMS & CONDITIONS CONT'D

PRIVACY OBLIGATIONS CONT'D

FOTON collects your personal information (via our Dealer Network) primarily for the purpose of administering the manufacturer's warranty that comes with your vehicle and administering your manufacturer's warranty and the FOTON Roadside Assistance Program. We may also use it to provide you with information which may be of interest, which may include the latest FOTON Australia news, service information, promotions and/or special event invitations.

To provide you with these services, we may share your personal information with FOTON authorised dealers, related companies and/or other third parties associated with us who are bound to protect your privacy. You may opt out of receiving marketing communications from FOTON Australia at any time by following the unsubscribe instructions in our communications or by contacting the Privacy Officer.

Subject to the Privacy Act 1988 (Cth) you may contact FOTON Australia to seek access to the information we hold about you. For more information, see our Privacy Policy on foton.com.au or contact:

The Privacy Officer, FOTON Australia, PO Box 8311, Norwest NSW 2153

E: privacy.officer@fotonaustralia.com.au.

DEFINITIONS

In these Terms and Conditions, the following words have the following meanings.

Accident or Accidental Damage: a Vehicle involved in or damaged by impact or collision or accident of any nature (including damage to the Vehicle's tyres and/or rims), or by attempted or successful theft or break into the Vehicle.

Approved Repairer: a FOTON dealership, a servicing dealer or repairer that has been authorised and approved by FOTON Roadside Assistance to undertake workshop repairs to your FOTON vehicle. FOTON Roadside Assistance is not responsible for any costs for work carried out by an Approved Repairer and all repairs and costs are your responsibility.

Breakdown: mechanical or electrical fault which has caused the FOTON vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a FOTON vehicle which has run out of EV battery charge or keys which have been locked in the FOTON vehicle or lost.

Commencement Date: New Vehicle warranty start date.

Callout: FOTON Roadside Assistance provided by a customer service assistant over the telephone or, if FOTON Roadside Assistance's customer service assistant is unable to get your FOTON vehicle mobilised over the telephone, attendance at your Foton vehicle (subject to the Terms and Conditions set out in this document).

Digicall Assist: Digicall Assist Pty Ltd ABN 92 152 605 340 trading as 'Digicall Assist'.

FOTON: Inchcape Automotive Distribution Australia Pty Ltd ABN 72 637 080 927 trading as FOTON Australia.

FOTON Roadside Assistance: a service provided by Digicall Assist.

FOTON Vehicle: the FOTON motor vehicle registered to receive the FOTON Roadside Assistance.

Home: your home or business address as registered on the Roadside Assistance system.

Member: the person who holds the FOTON Roadside Assistance membership.

Restricted Access Area: an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that FOTON Roadside Assistance does not have permission to enter (including but not limited to airports, sporting venues, protests and concerts).

Roadworthy Well-Maintained Vehicle: a FOTON vehicle that is mechanically sound and otherwise fit to be operated and driven on Australian roads. The Vehicle will comply with the minimum safety and other standards required by Australian Road Transport and Safety laws and regulations and also be maintained and serviced by qualified personnel to the Vehicle manufacturer's recommended standards and specifications set out in the vehicle service booklet and instruction manual.

Service Area: an area in mainland Australia, Tasmania, Phillip Island and any other area that is trafficable by a two-wheel drive recovery vehicle or an island that is accessible by a two-wheel drive vehicular bridge (excludes ferries).

Service Provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by FOTON Roadside Assistance.

Serviceable Spare: a wheel and tyre that is ready and able to be fitted to your Vehicle to mobilise your FOTON vehicle after changing a flat tyre.

We, Our and Us: FOTON Roadside Assistance, Digicall Assist our employees, agents, contractors, and related companies.

You and Your: the FOTON Roadside Assistance Member.



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