

Effective with sales to the first user on or after August 1, 2005

CATERPILLAR LIMITED WARRANTY

New 3000 Family, C0.5 through C4.4 and ACERT Industrial Engines Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new 3000 Family, C0.5 through C4.4 and ACERT industrial engines sold by it, to be free from defects in material and workmanship. ACERT industrial engines refer to the C6.6, C7, C9, C11, C13, C15, C18, C27, and C32 engine models.

This warranty does not apply to engines sold for use in marine applications, engines in machines manufactured by Caterpillar, or Caterpillar brand batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

The standard warranty period for new 3003, 3011, 3013, 3014, 3024, C0.5, C0.7, C1.1, C1.5, C1.6, and C2.2 engines is 24 months or 2000 hours, whichever occurs first (with the first 12 months at unlimited hours) after date of delivery to the first user.

The standard warranty period for new 3034, 3044, 3054, 3056, C3.4, C4.4, and C6.6 engines is 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours) after date of delivery to the first user.

The standard warranty period for new C7, C9, C11, C13, C15, C18, C27, and C32 engines is 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours), and 24 months for mobile agricultural applications, after date of delivery to the first user.

The standard warranty period for rotating electrics (i) used on new 3000 Family, C0.5 through C4.4 and C6.6 engines is 12 months from date of engine delivery to the first user, and (ii) used on new C7, C9, C11, C13, C15, C18, C27, C32 engines is 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours) after date of engine delivery to the first user.

Extended Warranty

For new 3034, 3044, 3054, 3056, C3.4, C4.4, and C6.6 engines:

- **Low Usage:** In cases where the engine use does not exceed 500 hours per year, the warranty period is extended for an additional year or until the engine use reaches a total of 1500 hours, whichever occurs first, after date of delivery to the first user.

For all new 3000 Family, C0.5 through C4.4, and ACERT engines:

- **Major Components:** A major components extended warranty applies solely to the following components: cylinder block casting, cylinder head casting, crankshaft (excluding bearings), camshaft and connecting rods. These parts are warranted against defects in material and workmanship for 36 months after date of delivery to the first user. This warranty runs concurrently with the standard warranty period.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the standard warranty period or the extended warranty period if applicable, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.
- Note: Items replaced under this warranty become the property of Caterpillar.
- Replace lubricating oil, filters, coolant and other service items made unusable by the defect.
 - Provide reasonable or customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required, provided that (i) for new 3003, 3011, 3013, 3014, 3024, C0.5, C0.7, C1.1, C1.5, C1.6, and C2.2 engines, labor to disconnect and reconnect the product is provided up to 10 hours (labor to disconnect and reconnect the product in excess of 10 hours is the user's responsibility), and (ii) for new 3034, 3044, 3054, 3056, C3.4, C4.4, and C6.6 engines, the labor

- to disconnect and reconnect the product is provided up to 15 hours (labor to disconnect and reconnect the product in excess of 15 hours is the user's responsibility).

For new 3000 Family and C0.5 through C7 engines:

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Caterpillar dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For new C9, C11, C13, C15, C18, C27, and C32 engines:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging when Caterpillar elects to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities".
- Travel expenses not covered under "Caterpillar Responsibilities".
- All costs associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from attachments, accessory items and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel-setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the engine.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.