

Effective with sales to the first user on or after June 1, 2012

CATERPILLAR LIMITED WARRANTY

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

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured 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, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32 engine models.

This warranty does not apply to engines sold for use in marine, petroleum, electric power generation and on-highway vehicle applications, engines in machines manufactured by Caterpillar, or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

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

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

For new and remanufactured 3034, 3044, 3054, 3056, C0.5, C0.7, C1.1, C1.5, C1.6, C1.7, C2.2, 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 one additional year or until the engine use reaches a total of 1500 hours in the 3rd year of warranty, whichever occurs first, after the date of delivery to the first user.

The standard warranty period for new and remanufactured C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32 engines (i) for use in mobile agricultural applications, 24 months after the date of delivery to the first user and (ii) for industrial, and locomotive applications 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours), after the date of delivery to the first user.

The standard warranty period for rotating electric (i) used on new and remanufactured 3000 Family, C0.5 through C4.4 and C6.6 engines is 12 months from the date of engine delivery to the first user, and (ii) used on new and remanufactured C7, C7.1, C9, C9.3, 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 the date of engine delivery to the first user.

For all other applications the warranty period is 12 months after date of delivery to the first user.

Extended Warranty

For all new and remanufactured 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 the 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, as applicable, Caterpillar will, during normal working hours and at a place of business of a Cat 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: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. 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 and customary labor needed to correct the defect.

For new and remanufactured 3003, 3011, 3013, 3014, 3024, C0.5, C0.7, C1.1, C1.5, C1.6, C1.7, and C2.2 engines:

- A maximum of 10 hours of labor to disconnect and reconnect the product to its attached equipment, mounting, and support system
- For new and remanufactured 3034, 3044, 3054, 3056, C3.4, C4.4, and C6.6 engines:

- A maximum of 15 hours of labor to disconnect and reconnect the product to its attached equipment, mounting, and support system
- For new and remanufactured 3000 Family and C0.5 through C7.1 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 Cat 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 and remanufactured C9, C9.3, 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 Cat 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.
- Performing all 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.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that 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 adjustment, and unauthorized fuel-setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the engine.

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This warranty covers every major component of the products. Claims under this warranty should be limited to a place of business of a Cat 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.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) 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 THAT 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. 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 ON 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 its 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 Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its application, 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 Cat dealer.

B) 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, WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

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 THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S 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 ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000. THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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