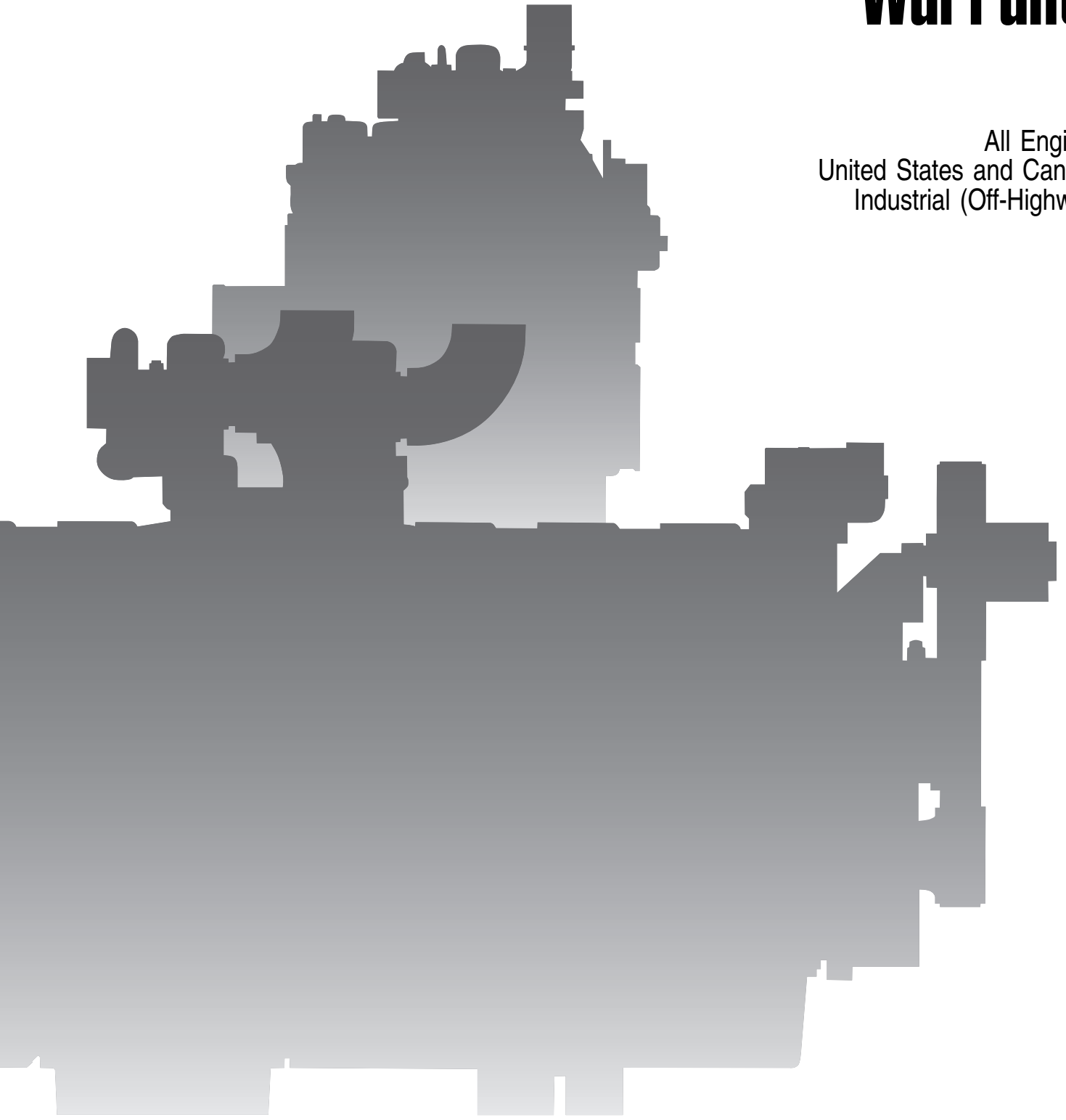




Cummins Warranty

All Engines
United States and Canada
Industrial (Off-Highway)



Coverage

Products Warranted

This warranty applies to new Engines sold by Cummins and delivered to the first user on or after April 1, 1999, that are used in Industrial (Off-Highway) applications in the United States* and Canada, except for Engines used in marine, generator drive and certain defense applications, for which different warranty coverage is provided.

Base Engine Warranty

This warranty covers any failures of the Engine, under normal use and service, which result from a defect in material or factory workmanship (Warrantable Failures).

Coverage begins with the sale of the Engine by Cummins. Coverage continues for two years or 2,000 hours of operation, whichever occurs first, from the date of delivery of the Engine to the first user, or from the date the unit is first leased, rented or loaned, or when the Engine has been operated for 50 hours, whichever occurs first. If the 2,000 hour limit is exceeded during the first year, Coverage continues until the end of the first year.

Extended Major Components Warranty

The Extended Major Components Warranty covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts).

Bushing and bearing failures are not covered.

This Coverage begins with the expiration of the Base Engine Warranty and ends three years or 10,000* hours of operation from the date of delivery of the Engine to the first user, or from the date the unit is first leased, rented or loaned, or from when the Engine has been operated for 50 hours, whichever occurs first.

*3,000 hours for A Series Engines.

Consumer Products

The warranty on Consumer Products in the United States is a LIMITED warranty. **CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Any implied warranties applicable to Consumer Products in the United States terminate concurrently with the expiration of the express warranties applicable to the product. In the United States, some states do not allow the exclusion of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the limitations or exclusions herein may not apply to you.

These warranties are made to all Owners in the chain of distribution, and Coverage continues to all

subsequent Owners until the end of the periods of Coverage.

Cummins' Responsibilities

During The Base Engine Warranty

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay reasonable costs for mechanics to travel to and from the equipment site, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

During The Extended Major Components Warranty

Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner's Responsibilities

During The Base Engine Warranty

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during warranty repairs unless such items are not reusable due to the Warrantable Failure.

During The Extended Major Components Warranty

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor to remove and reinstall the Engine. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part.

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items

replaced during repair of a Warrantable Failure.

During The Base Engine and Extended Major Components Warranties

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Locations in the United States and Canada are listed in the Cummins Off-Highway Authorized Dealer Directory.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, dirt or other contaminants in the fuel or oil.

For power units and fire pumps (package units), this warranty applies to accessories, except for clutches and filters, supplied by Cummins which bear the name of another company.

Except for power units and fire pumps, this warranty does not apply to accessories which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans**, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, and non-Cummins fan drives, engine compression brakes and air compressors.

Cummins Compusave units are covered by a separate warranty.

Before a claim for excessive oil consumption will be considered, Owner must submit adequate

documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first 500 hours or one year of operation, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins-approved rebuilt parts, or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins-approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining coverage hereunder.

For all A Series Applications, including industrial, travel reimbursement for non-transportable equipment will be limited to 4.0 hours, \$0.25/mile and 250 miles maximum. Any costs beyond this limit are the customer's responsibility.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This emission warranty applies to new Engines marketed by Cummins that are used in the United States* in vehicles designed for Industrial Off-Highway use. This warranty applies to Engines delivered to the ultimate purchaser on or after April 1, 1999 for Engines up to 750 horsepower, on or after January 1, 2000 for Engines 751 horsepower and over.

Coverage

Cummins warrants to the ultimate purchaser and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. Federal emission regulations

applicable at the time of manufacture and that it is free from defects in workmanship or material which would cause it not to meet these regulations within the longer of the following periods: (A) ***Five years or 3,000 hours of operation, whichever occurs first, as measured from the date of delivery of the Engine to the ultimate purchaser, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in materials, or workmanship, are not covered by this warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect fuel or by water, dirt or other contaminants in the fuel.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico, and the U.S. Virgin Islands.

** Alternators, starters, and fans ARE covered for the duration of the Base Engine Warranty on A Series and B3.3 Engines.

*** Emissions Warranty for B LPG Industrial Off-Highway engines is 5 Years / 3,500 Hours.



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