Effective with sales to the user on or after January 1, 1993

# **CATERPILLAR WARRANTY**

## 3116 Engines Used To Power U.S. Military Family of Medium Tactical Vehicles (FMTV) (Applicable Worldwide)

Caterpillar warrants new 3116 Engines with Serial Numbers 3RJ00100 and up and 7AG00100 and up sold by it and used to power U.S. Military Family of Medium Tactical Vehicles (FMTV) to be free from defects in material and workmanship.

This warranty is subject to the following:

### Warranty Period

The warranty period is 18 months or 12,000 miles, whichever occurs first after date of delivery to the first user.

### **Caterpillar Responsibilities**

If a defect in material or workmanship is found during the warranty period, Caterpillar will during normal working hours and at a place of business of a Caterpillar dealer or other authorized source:

• Provide new parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze and other service items made unusable by the defect.
- Provide labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

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

### **User Responsibilities**

During the warranty period, the user is responsible for:

- Providing proof of delivery date.
- Labor costs, except as stated under "Caterpillar Responsibilities".
- Premium or overtime labor costs, unless essential to prevent loss to perishable goods.
- Parts shipping charges in excess of those which 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.

#### Limitations

• Caterpillar is not responsible for costs associated with transporting the product.

Caterpillar is not responsible for failures resulting from:

- Any user or installation which Caterpillar judges improper.
- Attachments, accessory items and parts not sold or approved by Caterpillar.
- Abuse, neglect and/or improper repair.
- User's unreasonable delay in making the product available after being notified of a potential product problem.

OF MERCHANTIBILITY 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.