

Effective with sales to the first user on or after January 1, 2004

CATERPILLAR WARRANTY

New and Remanufactured Parts or Assembled Components For Use in Other Manufacturers' New Products Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants products designated by Caterpillar OEM Solutions Group as New and Remanufactured Parts or Assembled Components and sold for use in other manufacturers' new products to be free from defects in material and workmanship.

An additional warranty against breakage is applicable to certain Caterpillar Ground Engaging Tools.

This warranty does not apply to new engines, or new and remanufactured parts and assembled components used as replacements in other manufacturers' products that are not new.

This warranty is subject to the following:

Warranty Period

For new and remanufactured parts or assembled components used in other manufacturers' new products, the warranty period is 12 months starting from the date the new product is delivered to the first user.

For new and remanufactured parts or assembled components used as replacements in other manufacturers' products that are not new, the warranty period is 6 months starting from the date the replacement part or assembled

component is sold to the first user or the remainder of the original warranty period if the part or assembled component was replaced under warranty.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will:

- Provide to the other manufacturer (at Caterpillar's choice) new, remanufactured or 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, antifreeze and other service items made unusable by the defect.

Other Manufacturers' Responsibilities

Other Manufacturers' are responsible for:

- Providing proof of the delivery date to the first user.
- All costs associated with transporting the product or equipment in which the defective parts or assembled components are installed.
- Labor costs.

- 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.
- Receiving timely notice of a warrantable failure and promptly correcting the defect.

Limitations

Caterpillar is not responsible for failures resulting from:

- Any use or installation, which Caterpillar judges improper.
- Attachments, accessory items and parts not sold or approved by Caterpillar.
- Abuse, neglect and/or improper repair, including installation of parts and assembled components in contaminated systems.

ADMINISTRATION OF THIS WARRANTY IS EXPLAINED IN THE CATERPILLAR OEM SOLUTIONS GROUP BROCHURE ENTITLED 'COMPONENTS-SERVICE POLICIES AND PROCEDURES'.

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.

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