

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

# CATERPILLAR WARRANTY

## Power Modules For Use in Other Manufacturers' Products Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar") warrants products designated by Caterpillar OEM Solutions Group as Power Modules (including new Caterpillar engines used as replacements in Power Modules), sold for use in other manufacturers' 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 Caterpillar brand batteries, which are covered by a different Caterpillar warranty.

This warranty is subject to the following:

### Warranty Period

The warranty period is 12 months, starting from the date the product containing the Power Module or new replacement engine is delivered 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 source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

**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**

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 reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All costs associated with transporting the product or equipment in which the Caterpillar power module is installed, to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities".
- Premium or overtime labor costs.
- Local taxes, if applicable.
- Parts shipping charges in excess of those which are usual and customary.

- 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 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 which Caterpillar judges improper.
- Attachments, accessory items and parts not sold or approved by Caterpillar.
- Abuse, neglect and/or improper repair.
- User's delay in making the power module available after being notified of a potential product problem.
- Unauthorized repair or adjustments and unauthorized fuel setting changes.

**OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY 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.**