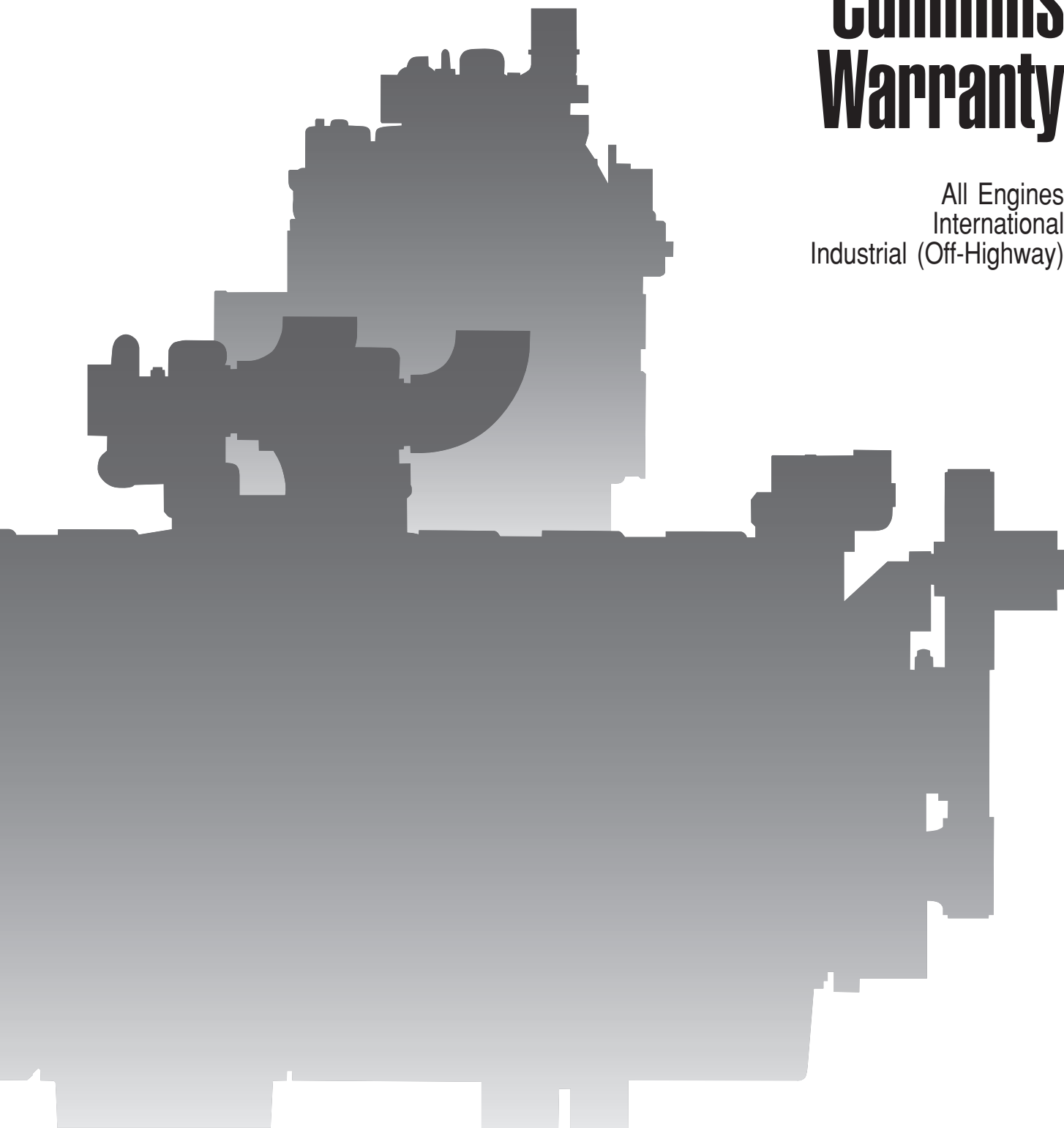




Cummins Warranty

All Engines
International
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 anywhere in the world where Cummins-approved service is available, except the United States* and Canada. Different warranty coverage is provided for Engines used in marine, generator drive and certain defense applications.

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 Failure).

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 when the Engine has been operated for 50 hours, whichever occurs first.

*3,000 hours for A series engines.

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 a 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 replaced 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 product available for repair by such facility. Locations are listed in the Cummins International Sales and Service 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) the warranty applies to accessories, except for clutches and filters supplied by Cummins which bear the name of another company.

Non-Cummins starters, alternators, power steering pumps and air compressors supplied by Cummins that are not supplied as part of a package unit are covered for six months 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. Cummins branded parts noted above supplied by Cummins are covered for the entire Base Warranty period.

Except for the accessories noted previously, Cummins does not warrant 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, non-Cummins fan drives, and air cleaners.

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.

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.

In case of consumer sales, in some countries, the Owner has statutory rights which cannot be affected or limited by the terms of this warranty.

Nothing in this warranty excludes or restricts any contractual rights the Owner may have against third parties.

* Alternators, starters, and fans ARE covered for the duration of the base engine warranty on A series and B3.3 engines.



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Bulletin 3381322
Printed in U.S.A. Rev. 03/05
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