# CATERPILLAR LIMITED WARRANTY

# **New 3000 Family Industrial Engines**

#### **USA** and Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new 3000 Family industrial engines sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of these warranties may be obtained by writing Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629-9260.

This warranty does not apply to engines sold for use in marine applications, engines in machines manufactured by or for Caterpillar, or Caterpillar brand batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

## **Warranty Period**

The standard warranty period for new 3003, 3013 and 3024 engines is 24 months or 2000 hours, whichever occurs first (with the first 12 months at unlimited hours), and 24 months for mobile agricultural applications, after date of delivery to the first user.

The standard warranty period for new 3034, 3054 and 3056 engines is 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours), and 24 months for mobile agricultural applications, after date of delivery to the first user.

#### **Extended Warranty**

An extended warranty applies to all new 3000 Family industrial engines and applies solely to the

following components: cylinder block casting, cylinder head casting, crankshaft (excluding bearings), camshaft and connecting rods. These parts are warranted against defects in material and workmanship for 36 months after date of delivery to the first user. This warranty runs concurrently with the standard warranty period.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the standard warranty period, or the extended warranty period if applicable, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

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

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

- w Replace lubricating oil, filters, coolant and other service items made unusable by the defect.
- w Provide reasonable or customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.
- w Provide travel labor, up to four hours round trip if, in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Caterpillar dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

#### **User Responsibilities**

The user is responsible for:

- w Providing proof of the delivery date to the first user.
- w Labor costs, except as stated under "Caterpillar Responsibilities", including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting and support systems.
- wTravel expenses not covered under "Caterpillar Responsibilities".
- w All costs associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- w Premium or overtime labor costs.
- w Parts shipping charges in excess of those which are usual and customary.
- w Local taxes, if applicable.
- w Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- w Giving timely notice of a warrantable failure and promptly making the product available for repair.
- w Performance of the required maintenance (including use of proper fuel, oil, lubricants and coolant) and items replaced due to normal wear and tear.
- w Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

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- w Failures resulting from any use or installation which Caterpillar judges improper.
- w Failures resulting from attachments, accessory items and parts not sold or approved by Caterpillar.
- improper repair.
- w Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- w Failures resulting from abuse, neglect and/or w Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.
  - w Damage to parts, fixtures, housings, attachments, and accessory items which are not part of the engine.

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 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.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

### IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For products sold for personal or family use, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

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