

Effective with sales to the first user on or after August 1, 2006

CATERPILLAR LIMITED WARRANTY

New CX28 and CX31 Transmission Attached to Caterpillar C9 Engines Powering On-Highway Vehicles USA, Canada and Mexico

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new CX28 and CX31 transmissions, which are attached to Caterpillar C9 engines, sold by it for use in on-highway vehicles, and operating within the geographic area serviced by authorized Caterpillar dealers located in the USA, Canada or Mexico, to be free from defects in material and workmanship.

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

This warranty is subject to the following:

Warranty Period

For new CX28 and CX31 transmissions, attached to Caterpillar C9 engines used in on-highway vehicles, other than those used in school buses, recreational vehicles, fire trucks, emergency service vehicles, ambulances and specialty trucks (as defined below), the warranty period is 24 months after date of delivery to the first user.

For new CX28 and CX31 transmissions attached to Caterpillar C9 engines used in recreational vehicles, the warranty period is 60 months or 200,000 miles (321,869 kilometers), whichever occurs first after date of delivery to the first user.

For new CX28 and CX31 transmission attached to Caterpillar C9 engines used in school buses, fire trucks, emergency service vehicles and ambulances, the warranty period is 60 months or 6000 operating hours, whichever occurs first, after date of delivery to the first user.

For new CX28 and CX31 transmission attached to Caterpillar C9 engines used in specialty trucks (i.e. trucks equipped for pulling trailers or fifth-wheel type trailers) the warranty period is 60 months or 150,000 miles (241,402 kilometers) or 3600 operating hours, whichever occurs first, after date of delivery to the first user.

Note: This warranty only applies to CX28 and CX31 transmission attached to Caterpillar C9 engines used in specialty trucks that are used solely for personal purposes and are not used for commercial (revenue producing) purposes. Pulling recreational trailers or trailers for recreational or hobby activities, such as boats, horses, racecars, etc., is considered personal use.

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.

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

- Replace transmission oil, filters, and other service items made unusable by the defect.
- If the defective part or assembled component was installed by Caterpillar, a Caterpillar dealer, or other authorized source, provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the warranty period (limited to 12 months for recreational vehicles, fire trucks, emergency service vehicles, ambulances, and specialty truck applications) provide reasonable or customary towing to the nearest authorized repair facility or reasonable travel expenses from the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional transmission damage.

User Responsibilities

During the warranty period, the user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities".
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities" and "Limitations".
- Premium or overtime labor costs.
- 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.
- Performance of required maintenance (including use of proper transmission oil, filters, and lubricants) 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.
- Failures resulting from attachments, accessory items and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments.

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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. 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.

For personal or family use transmissions 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, from state to state. 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: Caterpillar Inc., Engine Division, P.O. Box 610, Mossville, IL USA 61552-0610, Attention: Customer Service Manager (800) 447-4986.