

Effective with sales to the first user on or after January 1, 2007

# CATERPILLAR LIMITED WARRANTY

## BATTERY

(USA and Canada)

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new batteries sold by it and used 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 may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

This warranty is subject to the following:

1. The warranty period is identified in the following table, starting from the date of battery sale or product delivery to the first user.

Application	Battery Type			
	Premium, High Output (PHO)		General Service Line	
	Warranty Period	Free Replacement Period	Warranty Period	Free Replacement Period
On-Highway vehicles up to 680 kilograms (3/4-ton) capacity with engine-driven charging systems.	72 Months	24 Months	72 Months	18 Months
On-Highway vehicles over 680 kilograms (3/4-ton) capacity with engine-driven charging systems.	36 Months	24 Months	30 Months	12 Months
Earthmoving, construction, materials handling, paving and off-highway equipment, agricultural, industrial engine, electric power generation and marine products with engine-driven charging systems. Electric power generation standby applications with separate charging systems (except with respect to the Battery Council International (BCI) Group size 4D, 8D, and 31 batteries used in these applications)*.	36 Months	18 Months	24 Months	12 Months
*For BCI group size 4D, 8D, and 31 batteries used in the above applications.	*36 Months	*12 Months	*24 Months	*12 Months
For Uninterruptible Power Supply (UPS) and electric power generation standby applications with separate charging systems (with respect to valve-regulated AGM (Absorbed Glass Mat) batteries).	N/A	N/A	60 Months	12 Months
For deep cycle applications or applications without constant battery charging systems (i.e., auxiliary batteries for marine pleasure craft or recreational vehicles; electric trolling motor or golf cart applications which use batteries as their motive power; lawn garden applications, etc.).	3 Months (All BCI Group sizes except GP31 Deep Cycle) 30 Months (BCI GP 31 Deep Cycle Batteries)	3 Months	For BCI group sizes U-1R, U-1, 8V and GC-2: 18 Months For BCI Group sizes 24M and 27M: 30 Months And all other BDI groups sizes: 3 Months	3 Months

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2. Within the periods stated in the table under "Free Replacement Period", Caterpillar will replace a battery, which it finds to be defective in material or workmanship with a new comparable battery at no cost to the user. After the "Free Replacement Period" has expired, the user cost is determined by the following formula:

$$\frac{\text{Current Consumer's Battery Price} \times \text{Months of Service}}{\text{Months in Warranty Period}} = \text{User Cost}$$

3. This warranty will be honored upon return of the battery, during normal working hours, to a Caterpillar dealer or other source approved by Caterpillar.

4. Taxes, installation, or transportation costs, which may result from replacement, are not included in this warranty.

5. The user is responsible for providing proof of the date of battery sale or product delivery date to the first user.

**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 REPLACEMENT PROVISIONS, 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 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 personal or family use batteries used in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow 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 authorized repair facility, call (877)228-9900. If you have questions concerning this warranty or its application, call or write: NACD Business Operations, Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629, telephone: (309)675-4037.**