

Effective with sales to the first user on or after April 1, 2008

CATERPILLAR LIMITED WARRANTY

New and Remanufactured Parts and Assembled Components, Remanufactured Replacement Engines (for Caterpillar Machines), and Attachments Not Installed Prior to Delivery Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products (and every major component thereof) sold by it to be free from defects in material and workmanship:

- New and Remanufactured parts and assembled components (see exceptions below).
- Remanufactured engines used as replacements in Caterpillar machines.
- Caterpillar Large Mining (LM) Series Ground Engaging Tools, which consists of Mining Series Adapters (MSA), Mining Series Retention (MSR) and Mining Series Tips (MST) products.
- Attachments not installed prior to delivery.

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. Also, an additional warranty against wear is applicable to landfill compactor Long Life Plus Tips. Refer to the applicable warranty statement for coverage detail.

This warranty does not apply to Caterpillar brand batteries and new and Remanufactured parts and assembled components sold for use in on-highway vehicle applications and gas compression applications. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

The warranty period is as specified:

- For new and Remanufactured parts and assembled components installed in 3500 and 3600 Family engines used in locomotive applications: 12 months, starting from the date the product is installed or 15 months from the date of sale to the first user, whichever occurs first.
- For all other products and applications: 6 months starting from date of sale 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, assembled components, remanufactured engines or attachments needed to correct the defect.

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.
- In the case of assembled components, provide reasonable or customary repair labor needed to correct the defect, excluding assembled component removal and installation labor.
- In the case of Remanufactured replacement engines (for Caterpillar machines), provide reasonable or customary repair labor needed to correct the defect, excluding engine removal and installation labor.

User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- The costs associated with transporting the product or equipment in which the product 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".
- 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.
- 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 by Caterpillar.
- Failure resulting from abuse, neglect and/or improper repair, including installation of parts and assembled components in contaminated systems.

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For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED (“MANDATORY RIGHTS”). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR’S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

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.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

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

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

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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.

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For personal or family use engines 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.