Effective with sales to the first user on or after January 1, 2005

CATERPILLAR LIMITED WARRANTY

New C9 Engines Powering On-Highway Vehicles

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new C9 engines powering on-highway vehicles and operating within the geographic area serviced by authorized Caterpillar dealers located in 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
The warranty period for new engines powering on-highway vehicles other than those powering school buses, recreation vehicles, fire trucks, emergency service vehicles, ambulances, and specialty trucks is 24 months after date of delivery to the first user.

- For new engines powering recreational vehicles the *standard warranty period* is 60 months, 200,000 miles (321,869 kilometers) whichever occurs first, after date of delivery to the first user.
- For new engines powering school buses, fire trucks, emergency service vehicles and ambulances, the *standard warranty period* is 60 months or 6000 operating hours, whichever occurs first, after date of delivery to the first user.
- For new engines powering specialty trucks (i.e., trucks equipped for pulling trailers or fifth-wheel-type trailers) the *standard 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 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 lubricating oil, filters, coolant and other service items made unusable by the defect.
- Provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the standard 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 engine damage.

User Responsibilities
The user is responsible for:

- Providing proof of the delivery to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities".
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities".
- 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 fuel, oil, filters, lubricants and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations
Caterpillar is not responsible for failures resulting from:

- Any use or installation, which Caterpillar judges improper.
- Attachments, accessory items and parts not sold or approved by Caterpillar.
- Abuse, neglect and/or improper repair.
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repair or adjustments, and unauthorized fuel setting changes.
- Repair or replacement of unit injector assemblies after 150,000 miles (241,402 kilometers).
- Repair or replacement of water pump seals or thermostats after 200,000 miles (321, 869 kilometers).
- Repair of auxiliary braking devices not manufactured by Caterpillar. Such devices are warranted by their manufacturer.

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.

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, 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.