

Effective with sales to the first user on or after January 1, 2003

CATERPILLAR WARRANTY

Marine Products Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants new marine engines, marine generator sets, and branded marine transmissions (branded means having the Caterpillar brand nameplate installed) sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty is subject to the following:

Standard Warranty Period

- For new C1.1, C1.5, and C2.2 generator sets used in **revenue producing or governmental applications**, the standard warranty period is 12 months or 2000 hours, whichever occurs first, after date of delivery to the first user.
- For all other new engines, generator sets, and branded marine transmissions sold by Caterpillar for use with such engines, used in **revenue producing or governmental applications**, the standard warranty period is 12 months after date of delivery to the first user.
- For new C1.1, C1.5, and C2.2 marine generator sets used in **non-revenue producing pleasure craft applications**, the standard warranty period is 24 months or 2000 hours, whichever occurs first, after date of delivery to the first user.
- For new 3034, 3054, 3056, and 3126 marine propulsion engines, and branded transmissions sold by Caterpillar for use with such engines, used in **non-revenue producing pleasure craft applications**, the standard warranty period is 24 months or 1000 hours, whichever occurs first, after date of delivery to the first user.
- For all other new marine propulsion engines, and branded marine transmissions sold by Caterpillar for use with such engines, used in **non-revenue producing pleasure craft applications**, the standard warranty

period is 24 months after date of delivery to the first user.

- For all other new marine auxiliary engines and generator sets used in **non-revenue producing pleasure craft applications**, the standard warranty period is 12 months after date of delivery to the first user.

Extended Warranty

An extended warranty period applies to new marine propulsion engines used in **non-revenue producing pleasure craft applications** only and applies solely to the following engine components: cylinder block casting, crankshaft, connecting rod assemblies, cylinder head casting, camshaft, flywheel housing, flywheel, timing gear cover/housing, crankshaft gear, timing gears, camshaft gear, accessory drive gears, jacket water pump housing, oil pan, exhaust manifold, intake manifold and engine oil cooler housing.

- The extended warranty period for new 3034, 3054, 3056, and 3126 marine propulsion engines and new C1.1, C1.5, and C2.2 marine generator sets used in **non-revenue producing pleasure craft applications** is 60 months or 2000 hours, whichever occurs first after date of delivery to the first user.
- The extended warranty period for all other new marine propulsion engines used in **non-revenue producing pleasure craft applications** is 60 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 of workmanship is found during the standard warranty period, or 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:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components need to correct the defect.
- Replace lubricating oil, filters, antifreeze and other service items made unusable by the defect.
- 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.

For 3034, 3054, 3056, and 3126 engines and any generator sets for use with such engines and/or branded transmissions (including any products of other manufacturers packaged and sold by Caterpillar) during the standard or extended warranty period, if applicable:

- Provide travel labor, up to six hours round trip including reasonable mileage (per repair) 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.

For C1.1, C1.5, and C2.2 marine generator sets during the standard warranty period only:

- Provide travel labor, up to six hours round trip including reasonable mileage (per repair) 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.

For all other product during the standard or extended warranty period, if applicable:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage and lodging when Caterpillar chooses to make the repair on-site.

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

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User Responsibilities

During the standard and extended warranty periods, the user is responsible for:

- Providing proof of the delivery date to the first user.
- Premium or overtime labor costs.
- Labor and material costs for product removal and reinstallation, except as stated under "Caterpillar Responsibilities".
- All costs for transporting the product or equipment in which the product is installed.
- Travel expenses not covered 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.
- Performance of the required maintenance and use of proper fuel, oil, lubricants and coolant.
- For electronically controlled engines, allow Caterpillar access to all electronic data stored in the Electronic Control Module.

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, and unauthorized fuel-setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the engine, generator set or transmission (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Caterpillar dealer for more information.

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

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.

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 personal or family use engines or marine 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 by jurisdiction. To find the location of the nearest Caterpillar dealer or authorized repair facility, call (800) 228-2030. If you have questions concerning this warranty or its application, call or write: In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager (800) 228-2030. Outside the USA and Canada: Contact your Caterpillar dealer.

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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*****I HAVE READ AND AGREE TO THE ABOVE TERMS*****

SIGNATURE DATE