



Cummins Warranty

High Horsepower Lean-Burn
Gaseous Fuel Generator Sets



Coverage

Products Warranted

This LIMITED Warranty applies to lean-burn gas fueled generator sets sold by Cummins Inc. and delivered to the first user on or after May 1st, 2009, for use anywhere in the world where Cummins approved service is available.

Generator Set Warranty

The Generator Set Warranty covers any failures of the Generator Set, under normal use and service, which result from a defect in material or factory workmanship (Warrantable Failure). Coverage begins with the sale of the Generator Set by Cummins and ends one year from the date that the Generator Set is available for service to the first user or 18 months from date of shipment of the Generator Set to the first user, whichever comes first.

Equipment Covered By The Generator Set Warranty

The "Generator Set" which consists of:

- 1 All items mounted on the Generator Set and/or the Generator Set base frame as shipped from the producing factory.
- 2 Generator Set control panel (GCP) including items shipped loose which are part of the GCP.

Cummins Responsibilities

During The Generator Set Warranty

Cummins will pay for all parts and labor needed to repair the damage to the Generator Set resulting from a Warrantable Failure. All labor costs will be paid in accordance with Cummins published Standard Repair Time guidelines.

Cummins will pay for the lubricating oil, antifreeze, filter elements and other maintenance items that are not reusable due to a Warrantable Failure.

Cummins will pay reasonable travel expenses for mechanics to and from the equipment site, including meals, mileage and lodging when it is necessary for Cummins authorized mechanics to make on-site Warranty repairs.

Cummins will pay reasonable labor costs for Generator Set removal and reinstallation when necessary to make the Warranty repair. This is limited to accessible, ground level installations.

Owner Responsibilities

During The Generator Set Warranty

Owner is responsible for the cost of all replacement parts within normal wear and tear, including lubricating oil, antifreeze, filter elements and other maintenance items replaced during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for the operation and maintenance of the Generator Set as specified in Cummins Operation and Maintenance Manuals and other published bulletins,

guidelines or policies; including the provision of Cummins approved fuels, oils and coolant.

Owner is responsible for maintaining fuel quality to the specifications in the relevant Cummins data sheet and fuel specification bulletin. This Cummins Warranty does not cover early life component wear or failure as a result of poor fuel quality.

Owner is also responsible for providing proof that all recommended maintenance has been performed.

Owner is responsible for labor costs of Generator Set removal and reinstallation from non-standard installations, such as those below ground level, as well as any additional crane hire charges, etc. that may be incurred.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and have the failure repaired by such facility. Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred by Owner as a result of a Warrantable Failure and not covered under Cummins "responsibilities".

Owner is responsible for non-Generator Set repairs and for "downtime" expenses, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for maintaining an operating Generator Set hour meter.

Cummins Right To Failed Components

Failed components claimed under Warranty remain the property of Cummins Inc. Cummins has the right to reclaim any failed component that has been replaced under Warranty. Failed components claimed under Warranty must be retained for six months following replacement.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

EMISSIONS WARRANTY

This Emissions Warranty applies to new Engines marketed by Cummins that are used in the United States* or Canada in Generator Drive, Stationary or Nonroad applications for Off-Highway use. This Warranty applies to Engines delivered to the ultimate purchaser on or after April 1, 1999 for Engines up to 750 and on or after January 1, 2000 for engines over 751 horsepower.

COVERAGE

Cummins warrants to the ultimate purchaser and each subsequent purchaser that the engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. Federal emission regulations

applicable at the time of manufacture and that it is free from defects in workmanship or material which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 3,500 hours (whichever occurs first) of operation for Generator Drive, Stationary and Nonroad applications, as measured from the date of delivery of the Engine to the ultimate purchaser, or (B) The Base Engine Warranty.

If the Engine is registered in the state of California, a separate California Emissions Warranty also applies.

Engines with an emissions certification listed below must be operated using only pipeline natural gas or non-commercial natural gas having no more than the corresponding sulfur content. Failure to use the specified fuel as listed in the Engines applicable Operation and Maintenance Manual, Procedure 018-002 in Section V - Maintenance Specifications, can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage.

Maximum sulfur levels by Emissions Certification Level as listed on the Engine's Dataplate are:

EPA Tier 2 Nonroad	Maximum 20 parts per million (ppmv)
EPA NSPS	Maximum 20 parts per million (ppmv)

Limitations

This Warranty does not apply to service and maintenance intervals, which are dependant upon load factors, duty cycle, application and installation.

Cummins is not responsible for failures resulting from Owner or operator abuse or neglect, such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in, or shutdown practices or for progressive damage resulting from a defective shutdown or warning device.

Cummins is also not responsible for failures resulting from:

- Use of incorrect oil or fuel or by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.
- Use of improper coolants or lubricants.
- Inappropriate use relative to application guidelines.
- Improper and/or unauthorized installation.
- Damage to parts, fixtures, housings, attachments and accessory items.
- Any progressive damage caused by the Owner not making the Generator Set available for repair

following notification of a potential product problem or issue.

- Lack of maintenance or unauthorized repair.
- Failures or damage resulting from the use of the Generator Set before completion of commissioning by a Cummins Inc. authorized commissioning engineer.
- Failures or damage resulting from using the Generator Set with a disabled or by-passed Generator Set protection device.

These Warranties are void and nonbinding on Cummins if, at the time of failure, the Generator Set is determined to have been modified so as to substantially alter its operating characteristics.

Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Spark plugs are warranted for a period of 30 days or the first 500 hours, whichever occurs first.

Failures of belts are covered only during the first 4,000 hours of operation or one year, whichever comes first.

Parts used in Warranty repairs may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins does not Warranty wear or wear-out.

THESE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE PRODUCTS. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty shall be enforced to the maximum extent permitted by applicable law. This Warranty gives the Owner specific legal rights which may vary from state to state or jurisdiction to jurisdiction.

*United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.



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