Cummins Warranty

United States and Canada QSK95 T4 Locomotive (Off-Highway)

Coverage

Products Warranted

This Warranty applies to new QSK95 T4 Engines used in approved locomotive applications sold by Cummins and delivered to the first user on or after September 1, 2015, in the United States* and Canada. A separate warranty coverage is provided for other locomotive and rail Engines.

Base Engine Warranty

This Warranty covers any failures of the Engine, under normal use and service, which result from a defect in material or factory workmanship (Warrantable Failures).

Coverage begins with the sale of the Engine by Cummins. Coverage continues for two years or unlimited hours of operation, whichever occurs first, from the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

Consumer Products

The Warranty on Consumer Products in the United States* is a LIMITED Warranty. **CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES**. Any implied Warranties applicable to Consumer Products in the United States* terminate concurrently with the expiration of the express Warranties applicable to the product. In the United States*, some states do not allow the exclusion of incidental or consequential damages, or limitations on how long an implied Warranty lasts, so the limitations or exclusions herein may not apply to you.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

During The Base Engine Warranty

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

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

Cummins will pay reasonable costs for mechanics to travel to and from the equipment site, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Owner Responsibilities

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

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 make the Engine available for repair 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 as a result of a Warrantable Failure.

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

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel 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. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

_	EPA 2007/2010/2013/2017/2021/	max.	15 parts per million
2	2024		
	EPA Tier 4 Interim / Final / Stage V in North America	max.	15 parts per million

EU Stage IIIB 2011 max. 15 parts per million
EU Stage IV 2011 max. 15 parts per million
EU Stage V max. 10 parts per million
Euro 4/5 max. 50 parts per million
Euro 6 max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

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

Failures of belts and hoses supplied by Cummins are not covered beyond the first 500 hours or one year of operation, whichever occurs first.

Parts used to repair a Warrantable Failure 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 COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States* and Canada in vehicles designed for HHP QSK95 T4 locomotive use. This Warranty applies to Engines delivered to the ultimate purchaser on or after September 1, 2015.

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) 4400 HP Engines for 40 months or 8,096 MW hours, 40 months or 7,728 MW hours for 4200 HP engines, and 40 months or 7,353 MW hours for 4000 HP engines of operation for HHP QSK95 T4 locomotive applications, whichever occurs first, as measured from the date of delivery of the Engine to the ultimate purchaser, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine 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. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA max. 15 parts per million 2007/2010/2013/2017/2021/ 2024
EPA Tier 4 Interim / Final / max. 15 parts per million

Stage V in North America
EU Stage IIIB 2011 max. 15 parts per million
EU Stage IV 2011 max. 15 parts per million
EU Stage V max. 10 parts per million
Euro 4/5 max. 50 parts per million
Euro 6 max. 10 parts per million

Failures, other than those resulting from defects in materials or workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all business

costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

