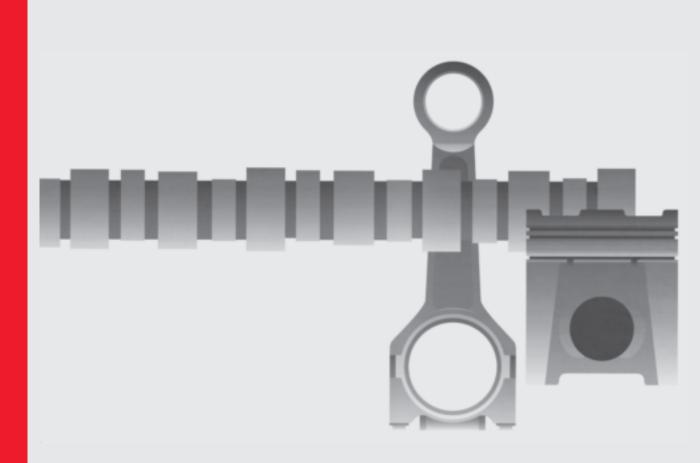


Cummins Warranty

HHP Engines 19L And Above Worldwide New Engine Parts



Coverage

Products Warranted

This Warranty applies to New Parts, for HHP Engines 19L and above, sold by Cummins Inc., hereinafter "Cummins", and delivered to the first user on or after January 1, 2003, that are used on or with Cummins Engines anywhere in the world where Cummins approved service is available*. Additionally, this warranty applies to starters and alternators sold for use on non-Cummins engines.

Base Warranty

HHP Parts For Engines 19L And Above

This Warranty covers any failures of HHP Parts for Engines 19L and above, excluding those warranted separately, which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year, unlimited miles/hours of operation, from the date of first installation.

Extended Major Components Warranty

The Extended Major Components Warranty covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods. This Coverage begins with the expiration of the Base Warranty and ends three years, 300,000 miles (482,804 kilometers) or 10,800 hours of operation, whichever occurs first, from the date of first first installation.

Bushing and bearing failures are NOT covered.

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 And Extended Major Components Warranty

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

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

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

When the Parts are installed in a non-automotive Engine, Cummins will pay reasonable costs for mechanics to travel to and from the location of the Engine, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Owner Responsibilities

During The Base Warranty

If the Part was installed in an automotive Engine, the Owner must deliver the Engine to the repair location. If installed in a marine Engine, Owner is responsible for the cost of towing the boat to a repair dock and for any associated docking and harbor charges.

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.

During The Extended Major Components Warranty

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during the repair.

Additional Responsibilities During Both Warranties

At the time when the Parts are installed, Owner is responsible for the preparation of a written record containing the following: (1) the date of installation of the Part(s); (2) the Engine serial number; (3) the Engine miles, kilometers or hours of operation; (4) the Part(s) installed; and (5) the location of the Part(s) in the Engine. The purpose of this record is to protect Owner's interests and support any claim for a 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 Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location* approved by Cummins of any Warrantable Failure and deliver the Engine to such facility for repair.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred by Owner as a result of a Warrantable Failure.

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

Limitations

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 or fuel, or water, dirt or other contaminants in the fuel or oil.

This Warranty does not apply to accessories which bear the name of another company. This category includes, but is not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps and air compressors.

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

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.

This Warranty does not apply to parts furnished by Cummins at no charge to the Owner.

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

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 PARTS. 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 or from province to province.

In case of consumer sales, in some countries the Owner has statutory rights which cannot be affected or limited by the terms of this Warranty.

Nothing in this Warranty excludes or restricts any contractual rights the Owner may have against third parties.

* Locations in the United States and Canada are listed in the Cummins United States and Canada Sales and Service directory; other locations are listed in the Cummins International Sales and Service Directory.

