

Cummins Warranty

RoadRelay™, INRANGE™, INLINE™, INSITE™ And QUICKCHECK™
Worldwide

Coverage

Products Warranted

This Warranty applies to new RoadRelay™, INRANGE™, INLINE™, INSITE™ and QUICKCHECK™ Products (Products) sold by Cummins Inc. (hereinafter 'Cummins') and delivered to the first user on or after October 23, 1998, anywhere in the world where Cummins approved service is available*.

Base Warranty

The Base Warranty covers any failure of the Products that results, under normal use and service, from defects in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Product by Cummins and ends ninety (90) days after the date of delivery of the Product to the first user for INLINE™ 5 and older, and one year for INLINE™ 6.

This Warranty is made to the first Owner in the chain of distribution and Coverage continues until the end of the period of Coverage.

Cummins Responsibilities

During The Base Warranty

Cummins will pay for all parts and labor (Road Relay™ only) needed to repair the damage to the Products resulting from a Warrantable Failure.

Cummins will repair or replace the Products including, but not limited to: associated harnesses and installation materials, RoadRelay™, reprogramming tools, INRANGE™, INLINE™ and INSITE™ that are not reusable due to the Warrantable Failure.

Cummins warrants that the CD-ROM and disk containing the Licensed Software shall be free from defects in material or factory workmanship for a period of ninety (90) days from the date of delivery to Licensee. Cummins also warrants that the Licensed Software shall be delivered free of any rightful claim of infringement of any copyright, trademark, trade secret or other proprietary right of any third party.

In the event the Engine does not start because of a malfunction of the Cummins Antitheft Feature anytime during the Warranty period, Cummins will repair or replace the feature when the truck is brought to an authorized Cummins repair facility or when a mechanic, authorized by Cummins, visits the vehicle. This is Cummins sole obligation and your sole remedy.

Owner Responsibilities

During The Base Warranty

Owner must deliver the Products to the repair location.

Owner is responsible for the cost of the Products provided during Warranty Repairs unless such items are not reusable due to the Warrantable Failure.

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 Product(s); (2) the Engine serial number; (3) the Engine miles, kilometers or hours of operation; (4) the Product(s) installed, and (5) the location of the Product(s) in the application. 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 Products as specified in the applicable User's Guide. 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 Products to such facility for repair.

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

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

Owner is responsible for Antitheft Feature repairs due to incorrect passwords, including lack of RoadRelay™ display caused by use of the RoadRelay™ outside of specified operating temperatures.

Limitations

The Licensed Software and any and all updates thereto are licensed "As Is" with the exception of the Warranties specifically provided herein. Cummins does not claim and does not warrant that the Licensed Software will run error free.

WITH THE EXCEPTION OF THE WARRANTIES PROVIDED HEREIN, CUMMINS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND CUMMINS WILL NOT OTHERWISE BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LICENSEES' USE OF THE LICENSED SOFTWARE INCLUDING WITHOUT LIMITATION, ANY DAMAGE TO ELECTRONIC CONTROL MODULES, COMPUTERS, OR ASSOCIATED EQUIPMENT, OR FOR ANY ERROR OR DEFECT IN THE LICENSED SOFTWARE. CUMMINS SOLE AND EXCLUSIVE LIABILITY SHALL NOT EXCEED THE TOTAL AGGREGATE PAYMENTS BY LICENSEE TO CUMMINS WITH RESPECT TO THE LICENSED SOFTWARE.

Cummins is not responsible for radio frequency interference.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or

neglect, including, but not limited to: any incorrect operation and maintenance as stated in the appropriate User's Guide and Installation Guide, use of cleaners other than a moist cloth to clean RoadRelay™ keypads, displays and enclosures.

This Warranty does not apply to Products which bear the name of another company.

The Product(s) and 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.

For Warranty purposes, parts used in a Warrantable Repair assume the identity of the parts they replace.

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.

CUMMINS ENGINE COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL CUMMINS ENGINE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR INCOME, DAMAGE TO FREIGHT, AND LIVING OR TRAVEL EXPENSES, IN THE EVENT OF THEFT OR IF THE LOST PROFITS OR INCOME, DAMAGE TO FREIGHT, AND LIVING OR TRAVEL EXPENSES, IN THE EVENT OF THEFT OR IF THE ANTITHEFT FEATURE PREVENTS THE ENGINE FROM STARTING FOR ANY REASON, INCLUDING CUMMINS OWN NEGLIGENCE.

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

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.



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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