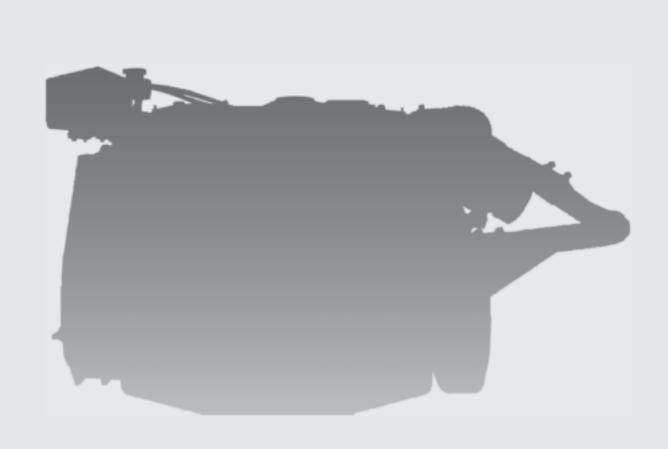


# **Cummins Warranty**

ReCon<sup>®</sup> Marine Worldwide Commercial Propulsion Above 15L And Auxiliary Products



# **Cummins ReCon Marine Warranty**

**Engines Included in this Coverage Marine Propulsion and Marine Generator Drive** 

K19 Propulsion
QSK19 Propulsion
QSM11 Auxiliary
N14
N855 Auxiliary
4B Auxiliary
6B Auxiliary
6C Auxiliary

#### **Products Warranted**

This Warranty applies to ReCon Engines sold by Cummins Inc., hereinafter "Cummins", that are branded as Cummins ReCon Marine products and used in Marine propulsions and marine auxiliary applications anywhere in the world where Cummins approved service is available and delivered to the first end-user on or after August 1, 1998. This Warranty excludes all Engines branded and sold as Cummins Mercruiser Diesel products. The "Product" consists of a ReCon Cummins Engine, as well as accessories, which are approved and supplied by Cummins and which are either installed by Cummins or a Cummins authorized distributor.

#### **Base Engine Warranty**

The Base Engine Warranty covers any failures of the Product, under normal use and service, which result from defects in Cummins material or factory workmanship (Warrantable Failure). Coverage begins with the sale of the Engine by Cummins and ends at the time and hours stated in the following table. The Duration commences on either the date of delivery of the Product to the first enduser, or the date the unit is first leased, rented or loaned, or when the Product has been operated for 50 hours, whichever occurs first.

Warranty Coverage						
	Coverage Duration*		Repair Charge Paid By Cummins			
Marine	Months	Hours	Parts	Labor	Travel	
K19/ QSK19	24	2,000*	Yes	Yes	Yes	
QSM11	24	2,000*	Yes	Yes	Yes	
N14/ N855	24	2,000*	Yes	Yes	Yes	
4B	24	2,000*	Yes	Yes	Yes	
6B	24	2,000*	Yes	Yes	Yes	
6C	24	2,000*	Yes	Yes	Yes	

<sup>\*</sup> For Marine applications, if the 2,000 hour limit is exceeded during the first year, coverage continues until the end of the first year.

## **Extended Major Components Warranty**

The Extended Major Components Warranty applies to Engines other than B and C Series. It covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts). Bushing and bearing failures are not covered. This Coverage begins with the expiration of the Base Engine Warranty and ends at three years or 10,800 hours of operation, whichever occurs first, after the date of delivery to the first end-user, or the date the unit is first leased, rented or loaned, or when the Product has been operated for 50 hours, whichever occurs first.

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 Warranty**

Cummins will pay for all parts and labor needed to repair the damage to the Product resulting from a Warrantable Failure when performed during normal business hours. All labor costs will be paid in accordance with Cummins published Standard Repair Time guidelines.

When it is necessary for mechanics to make on-site Warranty repairs, Cummins will pay up to six hours total travel expenses, including meals, mileage and lodging, for mechanics to travel to and from the repair dock.

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

#### **During The Extended Major Components Warranty**

Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and of any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

# **Owner Responsibilities**

# **During The Extended Major Components Warranty**

Owner is responsible for the cost of 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 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.

# **During Both The Base Engine And The Extended Major Components Warranties**

Owner is responsible for the operation and maintenance of the Product 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 Product available for repair to such facility. Locations are listed in the Cummins Worldwide Service Locator at cummins.com.

In the event of any Product failure, Owner is responsible for the cost of towing the boat to the repair dock and for all associated docking and harbor charges.

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

Owner is responsible for maintaining the Engine hour meter in good working order at all times and to ensure that the hour meter accurately reflects the total hours of operation of the Product.

Owner is responsible for the costs to investigate complaints, unless the problem is caused by a defect in Cummins material or factory workmanship.

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

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 cooling, lubricating or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel, or by water, dirt or other contaminants in the fuel or oil.

The Engine's Sea Water Pump, Gear Oil Cooler and Heat Exchanger are covered for a period of 24 months or 600 hours, whichever occurs first. Other accessories (ie., Instruments, Instrument Panels, Gage Senders, Starter, Alternator, Vibration Isolators and Fuel/Water Separators) are covered for a period of 12 months or 500 hours, whichever occurs first where applicable.

Cummins is not responsible for failures resulting from:

- Use or application of the Product inconsistent with Marine/Commercial Propulsion and Auxiliary Applications.
- 2 Incorrect installation.

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

Cummins is not responsible for failures of marine maintenance components supplied by Cummins beyond 90 days after the Coverage start date. Marine maintenance components include, but are not limited to: sea water pump impellers; zinc plugs; oil filters; fuel filters; air filters; water filters; fuel/water separator filters; expansion tank pressure caps.

Failures of belts and hoses supplied by Cummins are not covered beyond 90 days after the date of delivery of the Product to the first user, or the date the unit is first leased, rented or loaned, or when the Product has been operated for 50 hours, whichever occurs first.

Except for the accessories noted previously, Cummins does not warrant accessories which bear the name of another company.

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 replace a Warranted Part assumes the identity of the Warranted Part it replaced and is entitled to the remaining Coverage hereunder.

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.

THIS WARRANTY AND THE EMISSION WARRANTY 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.

In the United States\* and Canada, this Warranty gives you specific legal rights. You may also have other rights which vary from state to state.

Outside the Unites States\* and Canada, in the 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.

# **Emission Warranty**

# **Products Warranted**

The Emission Warranty applies to Cummins ReCon Engines that are installed on vessels flagged or registered in the United States\*.

#### Coverage

Cummins warrants to the first user and each subsequent purchaser that ReCon Engines are re-manufactured and built to like-new standards and equipped so as to conform at the time of sale by Cummins with all United States Federal emission regulations which were in effect at the time that the original Engine was released for sale as a new product, and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods.

- (A) Five years or 5,000 hours of operation, whichever occurs first, as measured from the date of delivery of the ReCon Engine to the first user, or the date the unit is first leased, rented or loaned, or when the Engine has been operated for 50 hours, whichever occurs first.
- (B) The Base Engine Warranty.

#### Limitations

An owner may elect to have maintenance, replacement or repair of the emission control parts performed by a facility other than a Cummins distributor, an authorized dealer or a repair location approved by Cummins, and may elect to use parts other than new genuine Cummins or Cummins approved rebuilt parts and assemblies for such maintenance, replacement or repair; however, the cost of such service or parts, and subsequent failures resulting from such service or parts, will not be covered under this emission control system Warranty.

Failures, other than those resulting from defects in materials or factory 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 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 by water, dirt or other contaminants in the fuel or oil.

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



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