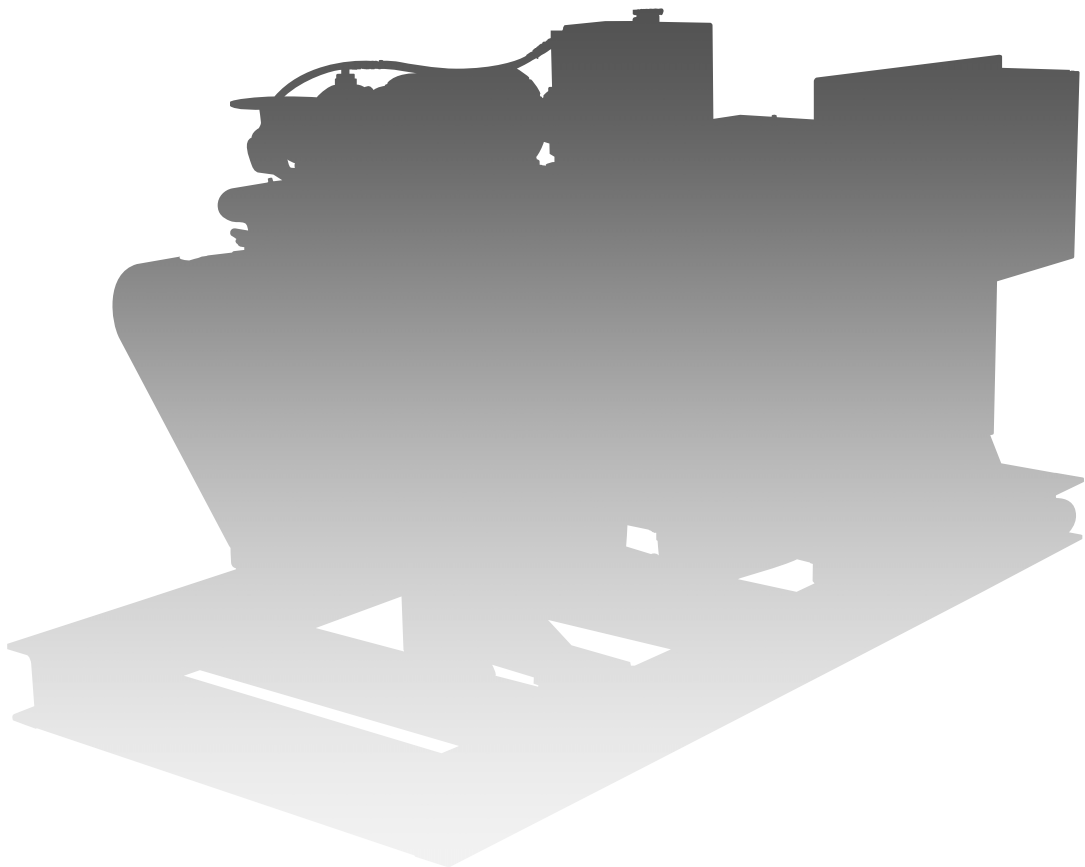




Cummins Warranty

Cummins Warranty
for Marine
Generator Sets



Coverage

Product Warranted

This warranty applies to new marine generator sets sold by Cummins Inc., herein after "Cummins", branded as C Power and C Safe products and used in marine generator set applications anywhere in the world where Cummins approved service is available* and delivered to the first user on or after January 1, 2006. This warranty excludes all generator sets branded and sold as Onan or Cummins Power Generation. The 'Product' consists of a new Cummins Engine, alternator and accessories, which are approved and supplied by Cummins, have a Cummins part number and which are either fitted by Cummins or a Cummins authorized distributor.

Base Generator Set Warranty

This warranty covers 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 continues for one year with unlimited hours. The Duration commences on either the date of delivery of the Product 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.

The warranty is valid subject to appropriate usage under the generator set power rating below:

Prime Power

Engines with this rating are available for an unlimited number of hours per year in variable load applications. Variable load is not to exceed a 70 percent average of the Prime Power rating during any operating period of 250 hours. Total operating time at 100 percent Prime Power shall not exceed 500 hours per year.

Equipment Covered by the Base Warranty

The "Generator Set" consists of:

1. The engine and all components mounted on it with a valid Cummins part number.
2. All items with a Cummins part number mounted on the Generator Set and/or Generator Set baseframe as shipped from the producing factory.
3. Cummins supplied Generator set control panel (GCP) including items shipped loose which are part of the GCP.

Engine Extended Major Components Warranty

The Extended Major Components Warranty applies to engines other than B and C Series used in Cummins branded generator sets. 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 Generator Set Warranty and ends after three years or 10,800 hours of operation, whichever occurs first, from 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.

Consumer Products

This 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 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 Base Generator Set 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 cover reasonable 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 Generator Set removal and reinstallation when necessary to repair a Warrantable Failure.

During the Engine Extended Major Components Warranty

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

Owner Responsibilities

During Base Generator Set 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.

During the Engine Extended Major Components Warranty

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor cost for Engine

removal and reinstallation. When Cummins elects to repair a part instead of replacing it, the Owner is not responsible for the labor needed to repair the part. 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 Part. Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during repair of a Warrantable Failure.

During the Base Generator Set and Engine 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 including the provision of Cummins approved fuels, oils and coolant. 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 Generator Set available for repair by such facility. Locations in the United States and Canada are listed in the Cummins U. S. and Canada Sales and Service Directory; other locations are listed in the Cummins International Sales and Service Directory.

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 hourmeter in good working order at all times and ensuring that the hourmeter 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" expensed, cargo damage, fines, all applicable taxes, all business costs, and other losses resulting from a Warrantable Failure.

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

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines sold by Cummins that are used in the United States** in marine propulsion and marine auxiliary applications and that are

required by United States CFR 94.1107 to have an Emission Warranty. This Warranty applies to Engines built on or after January 1, 2004 that are certified to CFR 94.1107.

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 United States Federal emission regulations applicable at the time of manufacture 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 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, or (B) The Base Engine Warranty.

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, lubrication 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. Cummins is not responsible for failures resulting from:

1. Use or application of the Product inconsistent with its rating designation set forth above.
2. Incorrect Installation.

Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that oil consumption exceeds Cummins published standards. Cummins is not responsible for failures of maintenance components supplied by Cummins beyond 90 days after the coverage duration start date. 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 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 supplied by Cummins.

A new Cummins or Cummins-approved rebuilt part used to replace a Warranted Part assumes the identity of the Warranted Part it replaces and is entitled to the remaining coverage thereunder.

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 GENERATOR SETS. 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 United States** and Canada, 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.

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



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Bulletin 4082004
Printed in U.S.A. Rev. 9/06
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