CITY OF TUCSON
CONTRACT #120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT is made and entered into this 1st day of May, 2012, by and between the **CITY OF TUCSON**, hereinafter referred to as the "City", and **CATERPILLAR, INC.**, hereinafter referred to as the "Contractor" for **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.**

For this Contract, the City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Contract by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

SCOPE OF SERVICES

PRODUCT OFFERING

The products offered under this Contract are identified in **Attachment A: Caterpillar Equipment Discounts and Freight.** For more information on these specific products, go to **www.cat.com**.

Understanding that Cat Dealers have been developing and maintaining customers relationships at the local level for more than 80 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, and support the products in this contract.

On the www.Cat.com site, customers can find their local supporting Cat Dealer as well as price out a machine using the Build and Price function, locate used equipment, and review financing options. Through the local Cat Dealer, customers can also subscribe to a variety of equipment management solutions which include equipment security management, health monitoring as well as a full host of online technical service manuals and parts databases.

Cat Dealers have application specialists that can help an agency identify the best equipment option to fit the customer's application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to develop the best possible solution. Should additional expertise be required, Caterpillar has additional resources within the enterprise that can also provide assistance to ensure the most favorable outcome.

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In general Cat Dealers have been able to commit to a less than 90 day delivery timeframes.

Any questions with regards to a customer order will be addressed by the local supporting Cat Dealer. Should a US military equipment order be placed at the factory it will take precedence over

any other customer order which may delay the actual delivery of any non-military orders to the end user.

PRICING

Pricing under this contract is listed in **Attachment A, Caterpillar Equipment Discounts and Freights.** Caterpillar does not offer payment discounts and does not accept credit card. Any and all payment terms and/or the ability to accept credit card will be at the discretion of the local supporting Cat dealer.

Each Caterpillar machine model will be assigned by Caterpillar a specific discount off the manufacturers published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and or any additional options included in the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar will refer to this as the "Maximum Price / Minimum Discount" pricing model. The most current published pricing will be used in the quotation of equipment for this contract by the supporting Cat Dealers.

Any additional items such as prep, extended warranties, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for users of new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. We emphasize prompt and responsive service dedicated to meet customer requirements and offer various financing plans designed to increase the opportunity for sales of our products and generate financing income for our company. Financial Products activity is conducted primarily in the United States, with additional offices in Asia, Australia, Canada, Europe and Latin America.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of vocational trucks and Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of vocational trucks and works tools. Please note that this used program is subject to availability.

Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, Caterpillar cannot assign a fixed cost for the actual delivery of the equipment to the customer's site. Caterpillar, through the supporting local Cat Dealer will honor a freight charge that will be included as a separate line item on the customer's invoice. This charge will cover delivery of the machine to the supporting Cat Dealer's place of business. Customers will be held responsible for any additional freight and or delivery charges required to deliver the machine to the customer's requested final destination.

All freight will be charged to the customer and noted accordingly on the customers' invoice. For machines, freight has been calculated to take into account that which is required to deliver the base machine to the servicing dealer's location. Any additional consideration required to deliver the machine to the customer's location will be charged and noted on the customer invoice

accordingly. These base freight numbers take into consideration dealer location as well as factory location and or port of entry.

WARRANTY

Caterpillar will support the standard manufacturer's warranties for the products included herein.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat Dealer.

140M2 Motor Grader

	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

For additional information on the systems and components covered under these plans as well as the definitions associated to the standard warranties being offered, please see **Attachment B: Warranties.**

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and/or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well as ensures the lowest total cost solution for our customers.

Since Cat Dealers are independently owned businesses, the actual costs associated to supporting such warranties can vary and cannot be quoted on a national scale by Caterpillar Inc. as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty considerations be clearly stated and agreed to prior to any transaction as a result of this contract taking place.

DEALER SERVICES

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this contract are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added

provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or applications resolution. Dealer TC's have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 30,000 employees of which approximately 60% are dedicated to the product support business. With over 468 service locations with over 8,000 service bays' and over 8,500 field service trucks, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As part of a commitment to servicing customers, Cat dealers invest nearly $18 Million annually in technician, parts counter, and product support representative training. Over the last 85 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

For additional dealer services, participating agencies should contact their local dealer for accessories, parts, and services that are available. Pricing for non-CAT accessories or parts are determined by each local dealer.

ADDITIONAL REQUIREMENTS

1. **PRODUCTION REPORTS:** The Contractor must have the ability to furnish the agency ordering equipment and National IPA monthly progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

   a. Copy of Contractor's order to the factory.
   b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
   c. Factory generated computer status reports.
   d. Notification to the City of any changes in production or shipping dates.
   e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

   In lieu of written reports submitted to City of Tucson Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

2. **DELIVERY AND DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:

   a. Invoice
   b. Warranty document
   c. Level 1 Inspection
   d. Required manuals

   The Contractor is required to supply a delivery ticket specifying the purchase order number of each vehicle.

   Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

4. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions.

   Cat Dealers also support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and any service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation and any related charges for such training be agreed

to by both parties. Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit Caterpillar's Operator Training Services site - http://www.cat.com/cda/layout?m=38000&x=7.

Caterpillar Inc. has taken a leadership position in the market due to the material it has developed through its Caterpillar Safety Services Division. Caterpillar believes in the importance of safety, which is why we strive to ensure our own employees arrive Safely Home. Everyone. Every Day.™ To support our customers with this same mission, Caterpillar Safety Services offers a variety of free, online safety resources including Toolbox Talks, Safety Videos, Checklists, Virtual Walk Arounds, and much more.

Customers can also conduct their own safety training through a variety of safety culture and compliance training products. The online shopping cart has over 100 options to choose from including MSHA Part 46, Forklift Safety, Personal Protective Equipment, Effective Communication, Supervisor Training and much more. Caterpillar Safety Services' consultants also perform instructor-led training on changing safety culture, Near Miss Reporting, Supervisor Training in Accident Reduction Techniques (START), MSHA Part 46, Aerial Work Platforms, Telehandler Operator Training, and more.

Caterpillar Safety Services also provides Safety Culture Solutions and Jobsite Safety Consulting to help customers develop a sustainable culture of safety excellence. Safety Culture Solutions are based off of Caterpillar Safety Services' Zero-Incident Performance (ZIP™) program, which encompasses engaging leadership, assessing the culture, building a plan, developing processes, implementing processes, and checking processes. Consultants facilitate effective working sessions for any stage of the ZIP™ program. Jobsite Safety Consulting consists of performing jobsite and program assessments. Prioritized recommendations for improvement are made and our services are available to develop new programs including Safety or Environmental Management Systems, Job Safety Analysis, Hazardous Material Management, Hazard Communication, and Ergonomics.

For additional information on the services offered by Caterpillar Safety Services please visit SAFETY.CAT.COM™.

8. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS**: No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID**: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Workmen's Compensation	Statute
Employer's Liability	$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	$1,000,000 Bodily Injury Combined Single Limit $100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased	$1,000,000 Bodily Injury Liability Insurance Combined Single Limit $100,000 Property Damage

(3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. PRICE ADJUSTMENT: The Contractor may implement new published manufacturer price lists on the effective date of the price list. However, the Contractor must maintain the minimum discount offered for all items. The Contractor will provide the City updated published price lists with 30 days advance notification of the effective date. Upon receipt of the revised price list, , the City will consider said documents to be those referenced upon their effective date until such time as the price list is replaced, The Contractor's most current published vendor price list will be used in the final determination of price at the time of the customer's quote.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS**: The Procurement Department has the authority, with the concurrence of the Contactor to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified per above with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor;

however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages,

losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any actions, acts, errors, mistakes or omissions of Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

    The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. **PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. **TERMINATION OF CONTRACT**: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CITY OF TUCSON:

Laura Jeotinga

Mark A. Neihart, C.P.M, CPPB, A.P.P., CPM
as Director of Procurement
and Not Personally

CATERPILLAR, INC

Steve Hinton
North American Marketing Manager
Caterpillar, Inc.
100 NE Adams
Peoria, IL 61629

Contract contact:
Jason Walker
Government Sales Consultant
309-675-4095
Walker_jason_c@cat.com

Approved as to form this 2nd day of May, 2012.

As Tucson City Attorney and not personally

CITY OF TUCSON
CONTRACT 120377

ATTACHMENT A:
CATERPILLAR EQUIPMENT DISCOUNTS AND FREIGHTS

Caterpillar Equipment Discounts

Machines	New Equipment	Used Equipment
Track Type Tractors	Discount off List	Discount from original List
D3K	25.00%	20.0%
D4K	24.00%	20.0%
D5K	25.00%	20.0%
D6K	24.00%	20.0%
D6N	24.00%	20.0%
D6T	24.00%	20.0%
D7R	22.00%	20.0%
D7E	22.00%	20.0%
D8T	22.00%	20.0%
Motor Graders		
12M	33.00%	20.0%
120M	37.00%	20.0%
140M	33.00%	20.0%
140M2	33.00%	20.0%
160M	33.00%	20.0%
160M2	33.00%	20.0%
14M	23.00%	20.0%
Excavators		
300.9	17.50%	20.0%
301.5	17.50%	20.0%
301.8	17.50%	20.0%
302.5	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
307	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
314	25.00%	20.0%
315	25.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%
324	18.00%	20.0%
325	18.00%	20.0%

328	18.00%	20.0%
329	18.00%	20.0%
330	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
Wheeled Excavators		
M313	35.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M322	35.00%	20.0%
M325	35.00%	20.0%
Backhoe Loaders		
414	21.00%	20.0%
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
Wheel Tractor Scrapers		
613	15.00%	20.0%
615	17.00%	20.0%
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
Towed Scrapers		
TS180	15.00%	20.0%
TS220	15.00%	20.0%
Articulated Trucks		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
Landfill Compactors		
816	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
Wheel Dozers		
814	15.00%	20.0%
824	15.00%	20.0%
Wheel Loaders		
904	24.00%	20.0%

906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
928	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
Integrated Tool Carriers		
IT14	26.00%	20.0%
IT38	26.00%	20.0%
IT62	21.00%	20.0%
Track Loaders		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
Skid Steer Loaders		
216B2	16.00%	20.0%
216B3	16.00%	20.0%
226B2	16.00%	20.0%
226B3	16.00%	20.0%
232B2	16.00%	20.0%
236B2	16.00%	20.0%
236B3	16.00%	20.0%
242B2	16.00%	20.0%
242B3	16.00%	20.0%
246C	16.00%	20.0%
252B2	16.00%	20.0%
252B3	16.00%	20.0%
256C	16.00%	20.0%
262C	16.00%	20.0%
272C	16.00%	20.0%
Multi-Terrain Loaders		
227C	16.00%	20.0%
247B2	16.00%	20.0%
247B3	16.00%	20.0%
257B2	16.00%	20.0%
257B3	16.00%	20.0%
277C	16.00%	20.0%
287C	16.00%	20.0%
297C	16.00%	20.0%

Compact Track Loaders		
259B3	16.00%	20.0%
279C	16.00%	20.0%
289C	16.00%	20.0%
299C	16.00%	20.0%
Pavers		
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP800	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
Reclaimers		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
Cold Planners		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
Rollers		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CB434	16.00%	20.0%
CB534	16.00%	20.0%
CB564	16.00%	20.0%
CD54	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CP44	14.00%	20.0%
CP56	14.00%	20.0%
CP64	14.00%	20.0%
CP76	14.00%	20.0%
CP323	14.00%	20.0%
CP433	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%
CS56	14.00%	20.0%
CS64	14.00%	20.0%

CS74	14.00%	20.0%
CS76	14.00%	20.0%
CS323	14.00%	20.0%
CS423	14.00%	20.0%
CS433	14.00%	20.0%
PS150	16.00%	20.0%
PS360	16.00%	20.0%
Vocational Trucks		
CT660	23.00%	
CB22	16.00%	
Worktools	15.00%	

Caterpillar Equipment Freight Matrix

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP500	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP555	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP600	6	$5,346	$7,398	$5,550	$4,410	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP650	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP655	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP800	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1000	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1050	6	$5,760	$8,322	$5,958	$4,650	$6,942	$3,060	$5,472	$7,002	$7,506	$4,162	$6,600
AP1055	6	$5,760	$8,546	$6,054	$4,746	$6,990	$3,222	$5,538	$7,002	$7,506	$4,152	$6,642
Asphalt Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB22	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB32	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB434	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB534	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB564	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CD54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771

NJPA Contract

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
CS56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS74	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CS423	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CP433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Track Type Tractors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D4K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D5K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6N	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6T	4	$4,266	$5,760	$4,170	$2,430	$5,040	$4,038	$6,192	$8,454	$8,082	$2,640	$4,920
D7R	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D7E	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D8T	4	$6,792	$9,180	$6,690	$3,510	$8,280	$6,030	$8,682	$14,040	$15,750	$4,782	$7,800
Integrated Tool Carriers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	$2,122	$3,394	$2,327	$1,958	$2,462	$4,166	$5,678	$7,597	$7,231	$3,720	$3,796
IT38	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
IT62	3	$3,101	$5,015	$3,319	$3,257	$3,654	$6,436	$8,813	$11,541	$10,739	$6,142	$6,515
Wheeled Excavators												

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	$4,583	$6,726	$3,116	$5,453	$1,944	$7,884	$8,651	$14,604	$12,650	$6,071	$6,230
	11	$8,066	$10,122	$4,218	$6,353	$4,944	$6,006	$6,048	$10,991	$8,321	$4,666	$2,976
M315	5	$4,639	$6,809	$3,154	$5,520	$1,968	$7,980	$8,758	$14,784	$12,806	$6,145	$6,307
	11	$8,171	$8,939	$4,272	$6,436	$5,008	$6,084	$6,126	$11,134	$8,429	$4,727	$3,013
M316	5	$4,651	$6,826	$3,161	$5,533	$1,973	$7,999	$8,778	$14,820	$12,838	$6,160	$6,323
	11	$8,213	$10,306	$4,294	$6,468	$5,033	$6,115	$6,534	$11,190	$8,472	$4,752	$3,030
M318	5	$4,786	$7,025	$3,253	$5,695	$2,030	$8,233	$9,035	$15,253	$13,212	$6,340	$6,506
	11	$8,443	$10,595	$4,416	$6,650	$5,174	$6,287	$6,330	$11,504	$8,710	$4,884	$3,114
M322	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
M325	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
Cold Planners												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM200	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM201	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
Pneumatic Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
PS360	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Rotary Mixers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	$5,380	$7,034	$4,850	$3,802	$6,535	$2,663	$4,375	$6,071	$6,792	$2,218	$4,294
RM500	6	$5,674	$7,444	$5,118	$2,074	$6,894	$2,809	$4,812	$6,403	$7,165	$2,339	$4,529
Towed Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
TS220	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
Motor Graders												
Unit	Ship From	1	2	3	4	5	6		8	9	10	11
12	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
NJPA Contract	4	$4,310	$6,313	$3,636	$2,380	$5,760	$4,478	$6,079	$9,572	$9,548	$2,556	$4,774

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
120	4	$3,449	$5,051	$2,909	$1,904	$4,608	$3,582	$4,864	$7,657	$7,639	$2,045	$3,820
140	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
160	4	$3,576	$5,243	$3,054	$1,992	$4,795	$3,720	$5,046	$7,924	$7,932	$2,140	$3,966
Skid Steer Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
226	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
232	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
236	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
242	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
246	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
248	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
252	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
256	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
262	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
268	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
272	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Multi-Terrain Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
247	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
257	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
267	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
277	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
287	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
297	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Compact Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
279	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
289	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
299	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Hydraulic Excavators												
NJRA Contract	Ship From	1	2	3	4	5	6	7	8	9	10	11

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
300.9	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.8	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
304	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305.5	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
307	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
308	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
311	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
312	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
314	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
315	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
318	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
NJPA Contract	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" Zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
319	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
320	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
321	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
322	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
324	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
325	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
328	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
329	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
330	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
336	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
345	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704
349	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704
Backhoe Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
416	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
420	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
430	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
450	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Wheel Tractor Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	$2,472	$3,698	$2,040	$1,460	$3,190	$2,602	$3,571	$4,843	$5,052	$1,950	$2,878
615	4	$4,639	$6,792	$4,256	$2,488	$6,545	$4,558	$6,574	$10,020	$10,214	$3,320	$5,594
621	4	$6,304	$9,229	$5,784	$3,953	$8,893	$6,192	$8,933	$13,616	$13,880	$4,513	$7,602
623	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
627	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
725	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
730	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$1,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
735	5	$5,578	$8,188	$3,792	$6,637	$2,366	$9,595	$10,530	$17,778	$15,406	$7,390	$7,584
	11	$10,328	$12,961	$5,402	$8,134	$6,331	$7,691	$7,744	$14,074	$10,654	$5,975	$3,810
740	5	$5,748	$8,436	$3,907	$6,839	$3,658	$9,887	$10,850	$18,318	$15,868	$7,613	$7,814
	11	$10,643	$13,356	$5,566	$8,382	$6,523	$7,925	$7,980	$15,366	$13,140	$7,290	$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
824	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
824(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Landfill Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
826	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
826(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
836	4	$15,150	$20,477	$12,833	$8,770	$19,732	$13,739	$18,187	$25,250	$25,738	$10,012	$15,481
836(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Wheel Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
904	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
904	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
906	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
906	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
906	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
907	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
907	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
907	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
908	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
908	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
908	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" Zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
914	1	$2,853	$4,015	$2,789	$3,158	$2,789	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
914	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
914	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
924	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
928	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
930	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
938	4	$3,445	$5,044	$3,161	$1,847	$4,860	$3,384	$4,882	$7,441	$7,585	$2,466	$4,154
950	4	$3,502	$5,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
962	4	$3,502	$5,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
966	4	$3,686	$5,497	$3,445	$2,014	$5,298	$3,689	$5,321	$8,111	$8,267	$2,687	$4,529
972	4	$4,226	$6,186	$3,877	$2,266	$5,962	$4,152	$5,988	$9,128	$9,304	$3,025	$5,096
980	4	$10,420	$15,326	$8,072	$8,836	$9,197	$5,656	$7,459	$16,340	$17,464	$4,386	$8,654

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	$2,546	$3,820	$1,654	$2,558	$1,200	$4,184	$4,699	$7,031	$6,403	$2,923	$3,230
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
963	5	$3,395	$4,982	$2,191	$3,838	$1,440	$5,546	$6,088	$10,277	$8,902	$4,271	$4,385
	11	$6,286	$7,888	$3,124	$4,703	$3,660	$4,446	$4,477	$8,136	$6,158	$3,454	$2,202
973	5	$3,858	$4,944	$2,623	$4,591	$1,637	$6,637	$7,284	$12,296	$10,651	$5,111	$5,246
	11	$7,145	$8,965	$3,736	$5,627	$4,379	$5,320	$5,357	$9,734	$7,369	$4,133	$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	5	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500

Caterpillar Generator Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Contract Discount
60 HZ, 13 - 30 kW ***(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)***	
D13-4 (3 phase)	50%
D20-6 (3 phase)	50%
D25-8 (3 phase)	50%
D30-10 (3 phase)	50%
D13-4S (1 phase)	50%
D20-6S (1 phase)	50%
D25-8S (1 phase)	50%
D30-10S (1 phase)	50%
60 HZ, 40 - 175 kW ***(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)***	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
C9, 60 HZ, 250 - 300 eKW (EPA Tier 3 & CARB Emissions Certified)	
(Reference the "PSNA-EPG-F_C9PKGG" Caterpillar Price List)	
200 kW (480 or 240 Volt)*	38%
250 kW (480 or 240 Volt)*	32%
300 kW (480 or 240 Volt)*	32%
*Other Voltages available, but may affect generator output	
200 kW (600 Volt)	38%
250 kW (600 Volt)	32%
300 kW (600 Volt)	31%
C15, 60 HZ, 350 - 550 KW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_C15PKGG" Caterpillar Price List)	
Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with With Weather Protective Enclosures"	
350 kW (480 or 240 Volt)*	34%
400 kW (480 or 240 Volt)*	32%
455 kW Prime Power 600 Volt* Tier 4i	17%
455 kW Prime Power 480 Volt* Tier 4i	17%
455 kW Prime Power 208 Volt* Tier 4i	17%
450 kW (480 or 240 Volt)*	32%
500 kW (480 or 240 Volt)*	32%
550 kW - ESP ** (480 or 240 Volt)*	31%
*Other Voltages available, but may affect generator output	
**Emergency Standby Rating ONLY (ESP); maximum 200 hours/year	
350 kW (600 Volt)	34%
400 kW (600 Volt)	32%
450 kW (600 Volt)	32%
500 kW (600 Volt)	32%
550 kW - ESP** (600 Volt))	31%
**Emergency Standby Rating ONLY (ESP); maximum 200 hours/year	
C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_C18PKGG" Caterpillar Price List)	
550 kW (480 or 240 Volt)*	25%

600 kW (480 or 240 Volt)*	25%

*Other Voltages available, but may affect generator output

550 kW (600 Volt)	25%
600 kW (600 Volt)	25%

C27, 60 HZ, 650 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_C27PKGG" Caterpillar Price List)

650 kW (480 or 240 Volt)*	34%
700 kW (480 or 240 Volt)*	34%
725 kW Std Prime Power 480 Volt* Tier 4i	17%
725 kW HD Prime Power 480 Volt* Tier 4i	17%
750 kW (480 or 240 Volt)*	34%
800 kW (480 or 240 Volt)*	34%

*Other Voltages available, but may affect generator output

C32, 60 HZ, 900 - 1000 kW

(Reference the "PSNA-EPG-F_C32PGAG" Caterpillar Price List)

1000 kW (480 or 240 Volt)*	38%

C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

1000 kW (480 or 240 Volt)*	38%

*Other Voltages available, but may affect generator output

3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3512PGAG" Caterpillar Price List)

480 V, Standby Rating Only - 1500 kW	34%
12470 V, Standby Rating Only - 1500 kW	34%

3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3516PGAL" Caterpillar Price List)

480 V, Standby Rating Only - 2000 kW	34%
12470 V, Standby Rating Only - 2000 kW	34%

3516B, 60 HZ, 2250 kW (EPA Tier 1)

(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2250 kW	33%
High Voltage - Standby Rating Only - 2250 kW	33%

3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2500 kW	31%
High Voltage - Standby Rating Only - 2500 kW	31%

G3520, 60 HZ, 2055 and 1900 eKW

(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)

Low/Med Voltage - 2055 eKW	17%
Low/Med Voltage - 1900 eKW	17%
High Voltage - 2055 eKW	17%
High Voltage - 1900 eKW	17%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)

(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)

3000 kW (with Fan Rating)	27%
3100 kW (without Fan Rating)	27%

Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions Certified)

(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

All Ratings from 25 - 300 kW	43%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)

20 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)

30 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ45N, 60 HZ, 45 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ45N" Caterpillar Price List)

45 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)

60 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ80N, 60 HZ, 80 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ80N" Caterpillar Price List)

80 kW* (3 phase)	45%

*There are several voltage options available

XQ100N, 60 HZ, 100 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ100N" Caterpillar Price List)

100 kW* (3 phase)	45%

*There are several voltage options available

UPS (Uninterruptible Power Supply)
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)

UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kva)	20%

Voltage Indicators / Optional Transformers - 480V / 480V Standard

480V / 208V (40 / 50 kVA)	20%
480V / 208V (60 / 80 kVA)	20%
480V / 208V (100 / 130 kVA)	20%
208V / 208V (40 / 50 kVA)	20%
208V / 208V (60 / 80 kVA)	20%
208V / 208V (100 / 130 kVA)	20%
600V / 208V (40 / 50 kVA)	20%
600V / 208V (60 / 80 kVA)	20%
600V / 208V (100 / 130 kVA)	20%
600V / 600V (40 / 50 kVA)	20%
600V / 600V (60 / 80 kVA)	20%
600V / 600V (100 / 130 kVA)	20%

Input Options - Single Input Standard

Dual Input	20%

BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote

Battery Cabinet Adjacent	
150 Adjacent Battery Cabinet	20%
300 Adjacent Battery Cabinet	20%
400 Adjacent Battery Cabinet	20%
490 Adjacent Battery Cabinet	20%
Battery Cabinet Remote	
150 Remote Battery Cabinet	20%
300 Remote Battery Cabinet	20%
400 Remote Battery Cabinet	20%
490 Remote Battery Cabinet	20%
Battery Disconnect	
175A Battery Disconnect	20%
250A Battery Disconnect	20%
400A Battery Disconnect	20%

AUXILIARY CABINET OPTIONS

Cable Connection Cabinet	
Top Entry Cabinet	20%
Bottom Entry Cabinet	20%
Adjacent Maintenance Bypass Cabinet	
Dealer chooses one (1) Maint Bypass, or wall Maint Bypass	
Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA	20%
Wall Mount Maintenance Bypass Cabinet	
Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA	20%
Maintenance Bypass - 208V/208V	20%
Distribution Cabinet	
480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%
Distribution Cabinet Breakers	
Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%

PARALLELING OPTIONS

Paralleling	
Paralleling	20%
Paralleling System Bypass Cabinet	
28" 160kVA Paralleling System Bypass Cabinet	20%
28" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%
Paralleling System Bypass Cabinet Breakers	
4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%

COMMUNICATIONS

External Sync	
External Sync Box	20%
External Sync Card	20%
Additional Communications Protocol	
Alarm Relay Card	20%
Environment Sensor for Network Management C	20%
Remote Summary Alarm Panel	20%

MOUNTING

Seismic Kit

UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%

Flywheel Options

(Reference the "UPS300AG" Caterpillar Price List)

UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansio	20%

ATS (AUTOMATIC TRANSFER SWITCHES

ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%
ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3, NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-260-2, NEMA1	20%
ATC-260-3, NEMA1	20%
ATC-260-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%
ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%

ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3, NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%
ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%
Delayed Transition	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
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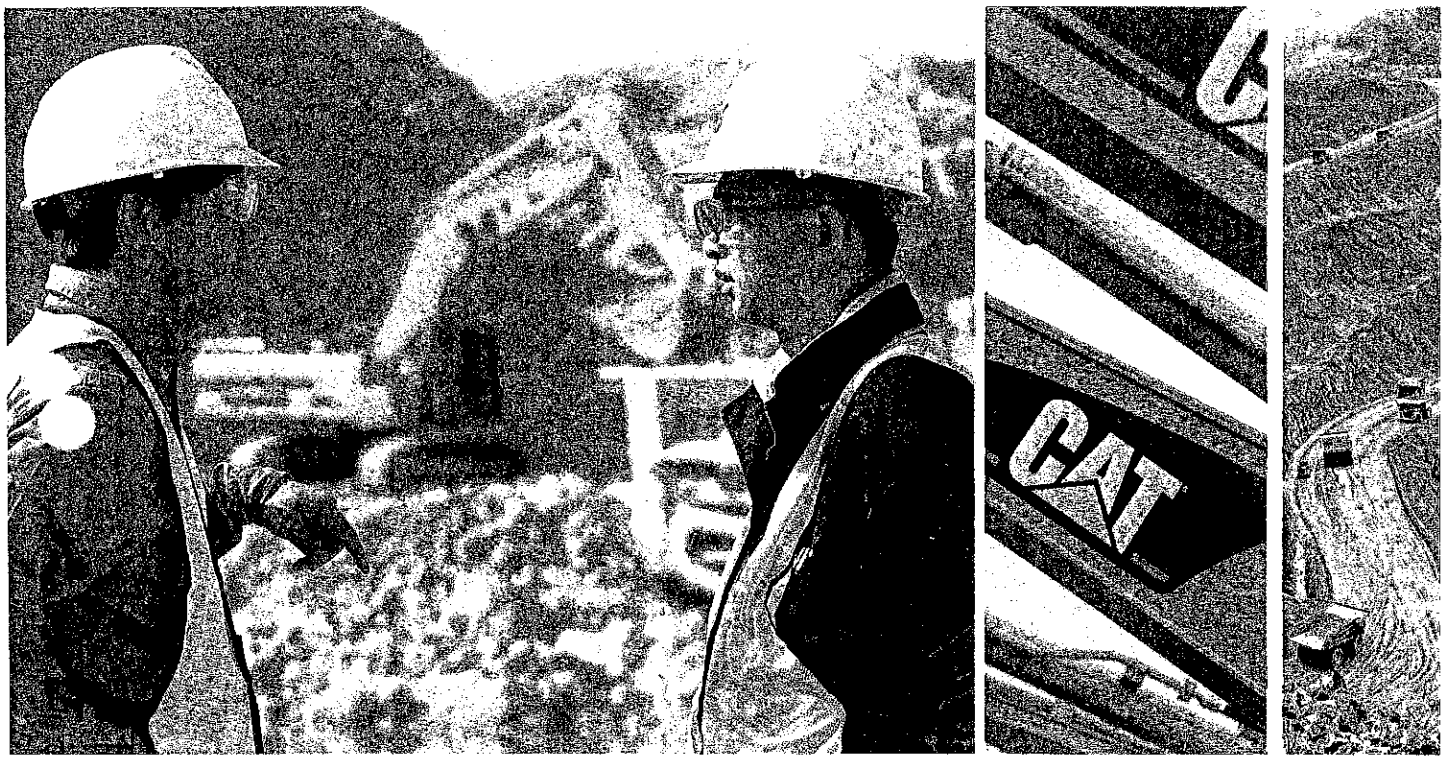
CITY OF TUCSON
CONTRACT 120377

ATTACHMENT B:
WARRANTIES

THE RIGHT MACHINE. THE RIGHT PLAN.



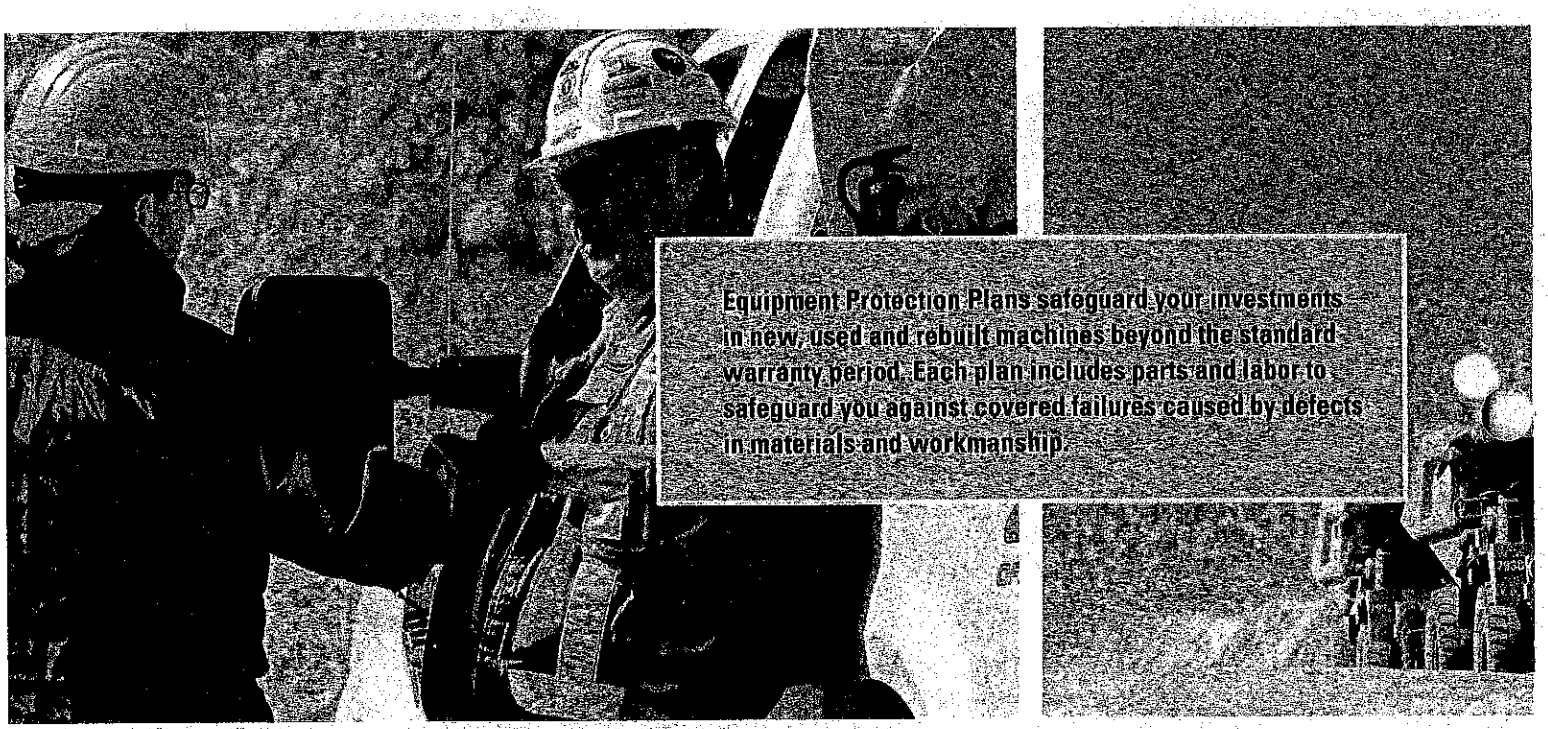
Cat® Equipment Protection Plans

CAT®

CONTROL YOUR COSTS MINIMIZE YOUR RISKS

You expect high performance from your people and your machines. If you're like a lot of equipment owners, you've also become something of an expert in risk management. You know that unexpected repairs can mean downtime—and put a crimp in your cash flow.

Your original Caterpillar warranty provides months of worry-free operation. But your machines are designed for years of productivity. Fortunately, the cost of unexpected repairs can be controlled—with a Cat® Equipment Protection Plan.



Equipment Protection Plans safeguard your investments in new, used and rebuilt machines beyond the standard warranty period. Each plan includes parts and labor to safeguard you against covered failures caused by defects in materials and workmanship.

Three levels of protection are available: Powertrain, Powertrain+ Hydraulics and the most comprehensive coverage option, Premier.* You can further tailor these plans to your specific needs by selecting from a wide variety of years/hours combinations. You'll find an extensive list of many included components in the back of this document.

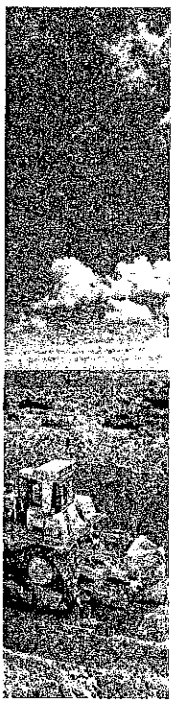
Equipment Protection Plan benefits

- Provides the highest level of repair cost control available
- Tailored coverage to meet your needs
- Safeguards your investment beyond the standard warranty period
- Backed by the global resources of Caterpillar

*Product availability varies by region.

Equipment Protection Plans are available for many Cat products, including:
New equipment • Used equipment • Certified Rebuild products • Certified Powertrain Rebuild products • Hydraulic hammers • Telehandlers

Also available for machine control and guidance technology, including:
AccuGrade™ Grade Control System • CAES • AQUILA™ Drill and Dragline Systems • MineStar™ System components

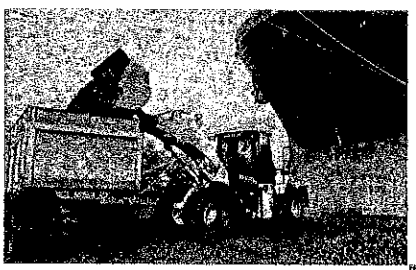


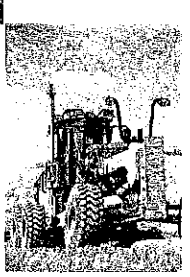
What your Cat dealer does

- Performs necessary inspections to confirm eligibility
- Installs parts approved by Caterpillar on covered repairs
- Validates your enrollment in the program

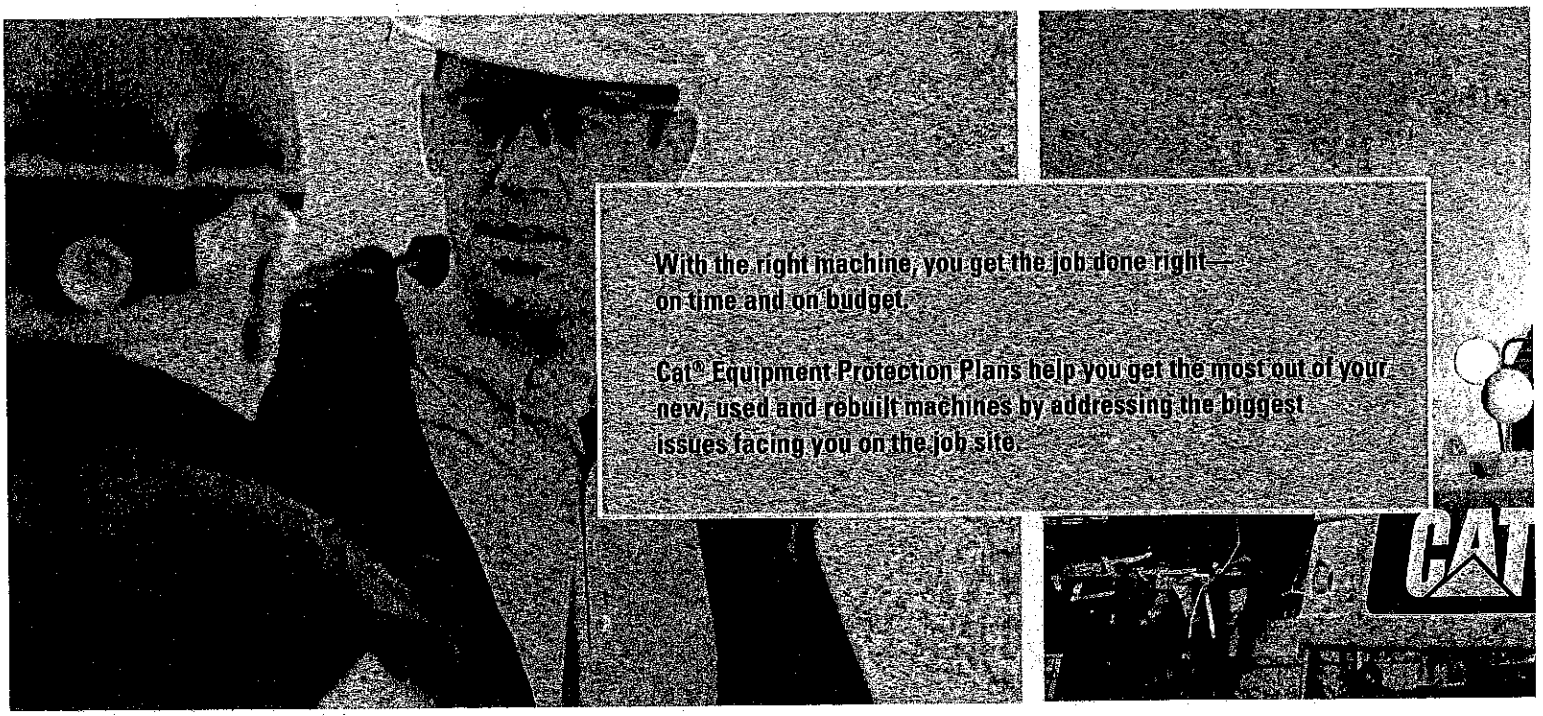
What you do

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure





YOU KNOW WHAT IT MEANS TO HAVE THE RIGHT MACHINE FOR THE JOB

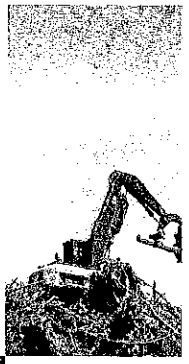


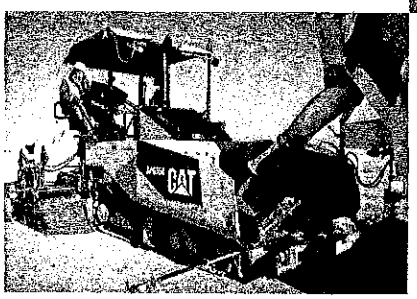
Control your costs

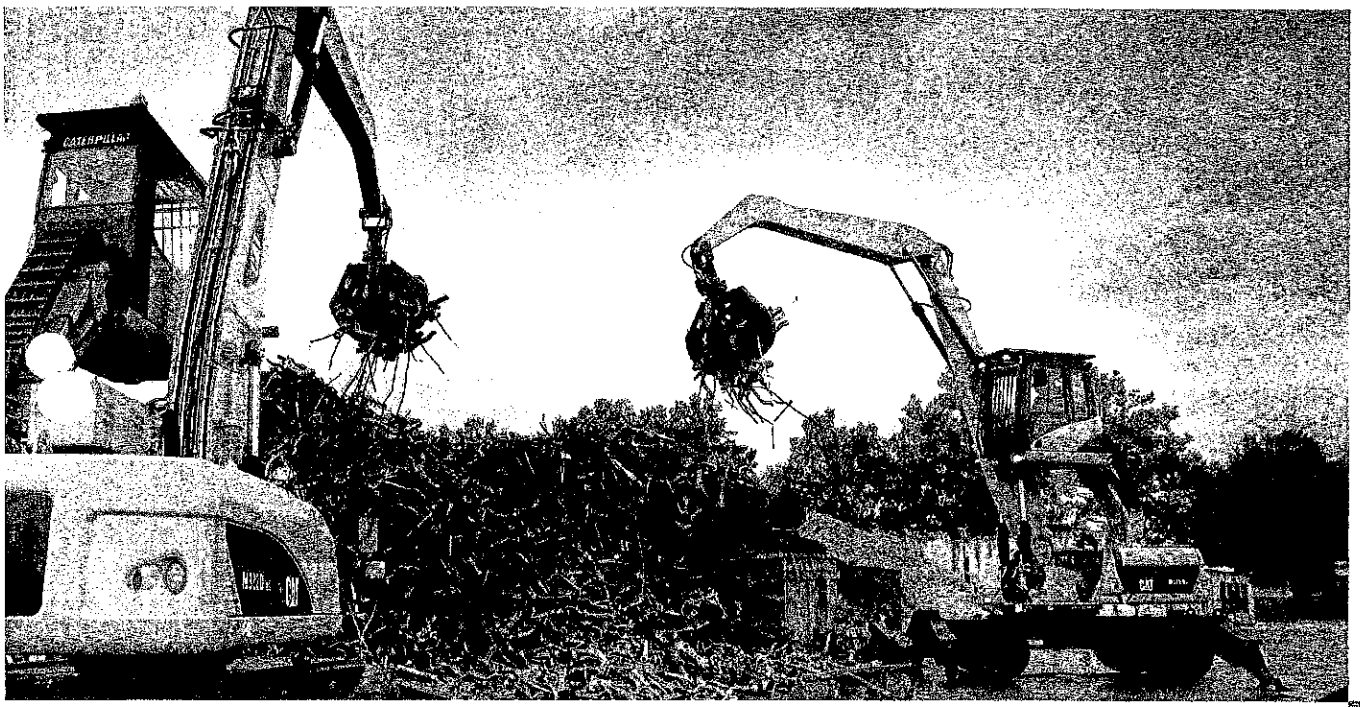
An unexpected equipment failure can play havoc on your schedule. With an Equipment Protection Plan, trained dealer technicians bring your machine back to the correct operating specifications using genuine Cat parts. And when it comes time to sell, you have documented repair records and possibly a transferable plan—increasing the chances of getting top dollar for your equipment.

Maximize your productivity

Cat technicians are preventive maintenance experts, and they can help with unforeseen repairs as well. A Cat Equipment Protection Plan helps you understand and lock in costs up front, which lets you focus on managing your business, not your repairs.







Get the expertise you need

An experienced crew of mechanics is central to keeping your business running efficiently. But when you're running lean, you may not have all the people you need on staff. Fortunately, your Cat® dealer has invested heavily in training and proper tooling. An Equipment Protection Plan is one more way to ensure you are getting the most from your machine.

Focus on safety

Our technicians have the experience, training and tooling to complete repairs effectively and safely. When your machine returns to the job, you can be confident that correct operation specifications have been restored.

Keep pace with regulations

In a highly regulated environment, it's important to have a business partner who understands how to support your business. Cat Equipment Protection Plans ensure you retain affordable access to Cat dealer expertise.

COVERED COMPONENTS

PREMIER
POWERTRAIN+HYDRAULICS
POWERTRAIN

PREMIER
Our most comprehensive coverage option, Premier coverage includes Powertrain+Hydraulics components, as well as additional electrical and structural components.

Engine & Accessories

	Premier	Powertrain+Hydraulics	Powertrain
Engine - Internal Components	■	■	
Oil Cooler	■	■	
Radiator	■		
Exhaust / Muffler	■		
Manifolds	■	■	■
Fan Motor	■	■	■
Water Pump	■	■	■
Fuel Injection Pumps	■	■	■
Injectors	■	■	■
Lift / Transfer Pump	■	■	■
Senders / Solenoids / Sensors	■	■	■
Thermostat	■	■	■
Flywheel & Torque Converter	■	■	■
Engine Oil Filter Mount	■	■	■
Turbocharger	■	■	■
Starter	■		
Alternator	■		
AC Compressor / Condenser	■		
Electronic Control Modules	■	■	■
Governor / Speed Controls & Linkages	■		
Fuel Lines	■		
Fuel Tank & Assoc. Parts	■		
Water Piping	■		
Oil Hoses / Lines (non-hydrostatic)	■		
Cylinder Block	■	■	■
Piston	■	■	■
Piston Rings	■	■	■
Piston & Connecting Rod	■	■	■
Crankshaft, Main Bearings & Rod	■	■	■
Bearings	■	■	■
Camshaft & Camshaft Bearings	■	■	■
Timing / Accessory Gears	■	■	■
Timing Chain / Belt	■	■	■
Cylinder Head	■	■	■
Inlet / Exhaust Valve	■	■	■
Valve Cover & Base	■	■	■
Valve Spring & Guide	■	■	■
Rocker Arm	■	■	■

Engine & Accessories (Continues)

	Premier	Powertrain+Hydraulics	Powertrain
Rocker Shaft Assembly	■	■	■
Push Rod	■	■	■
Balancer	■	■	■
Fuel Pump / Governor Drive	■	■	■
Oil Pump	■	■	■
Oil Pan Group	■	■	■
Fan & Fan Drive	■	■	■

Transmission

	Premier	Powertrain+Hydraulics	Powertrain
Transmissions	■	■	■
Transmission Oil Lines	■	■	■
Hydraulic Controls	■	■	■
Transmission Oil Filter Base	■	■	■
Transmission Gears	■	■	■
Final Drives / Planetary	■	■	■
Drive Shafts	■	■	■
Transfer Case	■	■	■
Wet Brake Assemblies	■		
Hydrostatic Pumps & Drive Motors	■	■	
Linkage / lines Connected to Hystat Pump	■	■	
Drive (pilot / eh) Control Valves	■	■	
Senders / Sensors	■		
Powertrain Transmission Lines / Hoses	■	■	
Transmission Oil Tank	■	■	
Drive Train Oil Lines	■	■	
Bevel and Transfer Case	■	■	

Drive Line/Drive Axle

	Premier	Powertrain+Hydraulics	Powertrain
Axles	■	■	■
Axle Seals	■	■	■
Final Drive & Wheel	■	■	■
Final Drive Case / Bore	■	■	■
Final Drive Chain	■	■	■
Final Drive Gears	■	■	■
Axle Shaft	■	■	■
Drive Axle Oil Pump	■	■	■
Universal Joint	■	■	■

POWERTRAIN+HYDRAULICS

Coverage includes powertrain components, as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

POWERTRAIN

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major powertrain component categories.

Steering

- Steering Clutch
- Steering Clutch & Brake Control Valve
- Steering Gear & Valve
- Power Steering Logic Module
- Steering Linkage
- Steering Column
- Steering Console
- Tie Rod

Hydraulic Systems

- Hydraulic / Steering Hoses & Lines
- Hydraulic Cylinders
- Hydraulic Valves & Controls
- Hydraulic Accumulators
- Hydraulic Oil Coolers
- Hoses and Lines
- Hydraulic Swivels
- Hydraulic Oil Filter Mount
- Hydraulic Oil Temperature Sensor
- Hydraulic Oil Filter Base
- Hydraulic Tanks

Suspension

- Automatic Grade Control
- Axle Spring
- Bogie Suspension
- Cross Slope Control
- Equalizer Bar
- Equalizer Bar Center Pin Support
- Equalizer Bar Support
- Stabilizer
- Suspension Control
- Suspension Control Valve
- Suspension Cylinder

Braking System

- Brake Master Cylinder
- Vacuum Pump
- Wheel Cylinder
- Brake Caliper, Head Assembly
- Control Valves
- Brake Lines
- Accumulator

Electrical & Interior

- Gauges/Indicators/Instruments
- Wiring harnesses
- Switches
- Relays / Circuit breakers
- Generator
- Alternator/Generator Battery Charger
- Main Power Relay
- Start Switch
- Fuse / Circuit Breaker Panel
- Circuit Board

Frames & Linkages

- Chassis/Implement Frames
- Weldment
- Carbody
- Main Frame

Undercarriage

- Track Roller Frame
- Track Adjuster
- Recoil Spring

CAT® EQUIPMENT PROTECTION PLAN: EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- Improper or abusive use of the machine
- Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- Failures caused by normal wear-out
- Freight charges for parts shipments
- Travel time and mileage involved in getting to a job site
- Hauling costs and/or retrieval costs
- Overtime labor costs
- Repair costs resulting from the failure of any non-covered components
- Downtime loss
- Equipment rental charges
- Any incidental/consequential damages or costs incurred as a result of a covered component failure
- Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your dealer.

MAKE THE BEST DECISIONS FOR YOUR BUSINESS

Finance it right
Get the Cat® equipment you need using flexible, highly competitive financial solutions from Cat Financial. Ask your dealer for more information about this trusted specialist in equipment financing today.

Plan your maintenance
Cat Customer Support Agreements guarantee timely, expert maintenance that detects problems early, reduces repairs and downtime and maximizes equipment life.

Get affordable parts, service, rentals and more
A Cat AccessAccount™ can pay for Equipment Protection Plans as well as parts, service and rental charges. With Cat AccessAccount, you have the flexibility to pay over time and keep your cash when you need it. Ask your dealer today about your financing options.

Count on The Cat® Rental Store™
Count on the Cat Rental Store for all your equipment rental needs. From concrete saws to heavy construction equipment, the Cat Rental Store offers daily, weekly and monthly rentals, competitive rates, on-site delivery and fast, knowledgeable service.

Certified Used. Certified confidence.
To be good enough to qualify as Cat Certified Used equipment, every used machine has to pass Caterpillar's rigorous and detailed inspection program. Certified Used equipment comes with a minimum of a six-month Powertrain Equipment Protection Plan.

Learn more
Contact your local Cat dealer today or visit **cat.com/epp**.

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CAT®

Effective with sales to the first user on or after July 1, 2011

CATERPILLAR LIMITED WARRANTY

New Vocational On-Highway Trucks

USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new vocational on-highway trucks sold by it and operating within the geographic area serviced by authorized USA and Canada Cat Dealers to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

This warranty is subject to the following:

Warranty Period

The standard warranty period for the basic vehicle is 12 months from new vehicle delivery date, regardless of distance traveled. Exceptions are listed in Limitations. Components given additional warranty coverage and the warranty period are listed in the table *Warranty Coverage Schedule Table.*

This warranty is automatically transferrable to subsequent owners at no charge. Visit your local Dealer for name and address change information.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, as applicable, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- If the defective part or assembled component was installed by Caterpillar, a Cat dealer, or other authorized source, provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- For CT11/CT13 engine failures: Provide reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel expenses not covered under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Allowing Caterpillar access to all electronically stored data.
- After the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage, except warrantable CT11/CT13 engine failures. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Performing all required maintenance (including tune-ups, tire balancing and use of proper fuel, oil, lubricants, and coolant) and replacing normal wear and tear items including brake/clutch lining, windshield wiper blades and other similar parts required to keep vehicle in good working condition.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, improper maintenance, improper operation, improper repair, or an accident.
- Failures resulting from unauthorized alterations or modifications or that occur on a vehicle where the odometer reading has been altered.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustment, and unauthorized fuel-setting changes.
- Failures of or resulting from the following components/items: 1) Those warranted **separately** by their respective manufacturers (e.g., tires & tubes, transmissions, radios, lubricants, etc.), including the Cat CX-31 transmission, which is covered under the terms of a separate Caterpillar warranty. 2) Bodies, equipment, and accessories installed after delivery to the first user by other than authorized Caterpillar employees and Cat Dealers. 3) Front and rear axle alignment.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.

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Warranty Coverage Schedule Table		
Items Covered	Months	Miles/Km(000)
Basic Vehicle Coverage		
Basic Vehicle Warranty	12	Unlimited
Towing (Vehicles with CT11/13 engine failures only)	24	Unlimited
Components		
Frame Side Rails	60	Unlimited
Cab/Cowl Structure	60	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited
Brightwork, Chassis Paint and Corrosion (other than cab)	6	Unlimited
Cab Paint and Paint Adhesion	12	100/160
Engine		
Fire Trucks, Ambulances, Emergency Rescue application only		
Engine (CT11/CT13)	60	100/160
Non Rescue Applications		
Engine (CT11/CT13)	24	Unlimited
Engine (CT11/CT13) Injection Nozzles	24	150/240
Engine (CT11/CT13) Major Components	60	500/800
Drivetrain		
Rear Axle Weight Ratings greater than 52,000-lb		
Front Axle Assembly	12	Unlimited
Rear Axle and Differential	12	Unlimited
Transmission	12	Unlimited
Rear Axle Weight Ratings of 52,000-lb and Less		
Front Axle Assembly	36	300/480
Rear Axle and Differential	36	300/480
Transmission	36	300/480

Drivetrain Components-As Warranted By Suppliers
The drivetrain supplier may offer additional warranty coverage beyond 36 months/300,000 miles (480,000 Km) as part of their standard warranty.

For information regarding additional supplier coverages, please refer to specific policies from supplier warranty statements. You may acquire these materials from the supplier direct or your local Cat Dealer.

Engine Major Components: Cylinder block, main bearing bolts, cylinder head casting and capscrews, crankshaft, camshaft, cam follower assembly, connecting rods/caps/bolts, intake manifold castings, gear train gear(s).

NOTE: Any failures resulting from improper installation or connections by a third party with the truck components are not the responsibility of Caterpillar.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after June 1, 2010

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for new rubber track used on Multi Terrain Loaders, and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new rubber track used on Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders and Mini Hydraulic Excavators:

$$\frac{\text{Track hours}}{1500\text{ hours}} \times 100 = \text{User Cost (\%)}$$

User Allowance for Compact Track Loaders:

$$\frac{\text{Track hours}}{1000\text{ hours}} \times 100 = \text{User Cost (\%)}$$

- Provide reasonable and customary labor required to correct the defect, including track removal and installation, if required.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after August 15, 2010

CATERPILLAR LIMITED WARRANTY

New, Classic™ Parts, and Remanufactured Parts and Assembled Components, Cat Reman® Replacement Engines (for Cat® Machines), and Attachments Not Installed Prior to Delivery

Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products (and every major component thereof) sold by it to be free from defects in material and workmanship:

- New and remanufactured parts and assembled components (see exceptions below).
- Cat Reman® engines used as replacements in Cat® machines.
- Caterpillar Large Mining (LM) Series Ground Engaging Tools, which consist of Mining Series Adapters (MSA), Mining Series Retention (MSR), and Mining Series Tips (MST) products.
- Classic™ Parts used in authorized models.
- Attachments not installed prior to delivery.

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. Also, an additional warranty against wear is applicable to all landfill compactor tips. Refer to the applicable warranty statement for coverage detail.

This warranty does not apply to Cat batteries and new and remanufactured parts and assembled components sold for use in on-highway vehicle applications, petroleum applications, and gas compression applications. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

The warranty period is as specified:

- For new and remanufactured parts and assembled components installed in 3500 and 3600 Family engines used in locomotive applications: 12 months, starting from the date the product is installed or 15 months from the date of sale to the first user, whichever occurs first.
- For all other products and applications: 6 months starting from date of sale to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Classic Parts, and remanufactured or Caterpillar approved repaired parts, assembled components, Cat Reman engines or attachments needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- In the case of assembled components, provide reasonable and customary repair labor needed to correct the defect, excluding assembled component removal and installation labor.
- In the case of Cat Reman replacement engines (for Cat machines), provide reasonable and customary repair labor needed to correct the defect, excluding engine removal and installation labor.

User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair, including installation of parts and assembled components in contaminated systems.
- Failure resulting from Classic Parts being used in non-authorized models.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories, and its possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc. Engine Division, P.O. Box 610, Mossville, IL 61552-0610, and Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after May 1, 2010

CATERPILLAR LIMITED WARRANTY

Caterpillar Work Tools

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Work Tools sold by it to be free from defects in material and workmanship.

An additional warranty against breakage may apply to certain Caterpillar Ground Engaging Tools ("GET"). Also, an additional warranty against wear is applicable to certain weld-on landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty is subject to the following:

Warranty Period

For tools used solely in snow applications, the warranty period is 24 months.

For work tool line's quick connect/disconnect components sold on serialized tools for compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loaders, the warranty period is 3 months after the date of delivery to the first user.

For all other tools, the warranty period is 12 months starting from date of delivery or sale to the first user.

Note: Hammer tool points, compacting plates, shear cutting knives, and crusher and pulverize knives and teeth are not warranted.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date or sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

(continued on the reserve side....)

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after November 1, 2010

CATERPILLAR LIMITED WARRANTY

For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal and installation is the user's responsibility.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after December 1, 2010

CATERPILLAR LIMITED WARRANTY

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to Caterpillar Motoren (CM) product; engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; 3500 and 3600 Family engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems, or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For Mobile Agricultural applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable, and custom switchgear products, as well as automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For electric power generation products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and electric power generation products (including any new products of other manufacturers packaged and sold by Caterpillar):

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

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- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

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IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

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