

Cummins ENCOMPASS Parts Coverage Plan for Industrial Engines

Coverage

Cummins ENCOMPASS Parts Coverage Plan for Industrial Engines (Plan) is available for all Engines marketed under the trademark "Cummins" or "Cummins ReCon" and used in industrial applications anywhere in the world where Cummins-approved service is available. The specific Engine covered is designated on the accompanying Certificate.

This Plan covers any failure of the Engine which results, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure).

Coverage begins on the expiration of the Base Engine Warranty period and ends on the date or hours designated on the accompanying Certificate, as measured from the Base Engine 'Warranty Start Date'.

Responsibilities

Cummins Responsibilities

Subject to a deductible charge described under Owner Responsibilities Cummins will pay for the repair or, at its election, replacement of any defective part and any part damaged by a Covered Failure of a defective part.

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

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor needed to remove and reinstall the Engine when necessary. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer, or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility and for all associated towing or travel charges. Locations in the United States and Canada are listed in the Cummins United States and Canada Sales and Service Directory; other locations are listed in the Cummins International Sales and Service Directory.

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

Owner is responsible for communication expenses, meals, lodging, travel, labor (other than to repair a covered part) and similar costs incurred as a result of a Covered Failure.

Owner is responsible for the costs to investigate complaints, unless the complaint is determined to be due to a Covered Failure.

Owner is responsible for a \$200 (U.S. Dollars) deductible charge per service visit for all engines of less than 19 liters displacement.

Owner is responsible for a \$300 (U.S. Dollars) deductible charge per service visit for all engines of 19 liters or more displacement.

Limitations

Cummins is not responsible for failures resulting from unauthorized modifications or alterations to the Engine or adjustments that substantially alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Plan.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, dirt or other contaminants in the fuel, oil, or air.

This Plan does not apply to belts, hoses or accessories supplied by Cummins which bear the name of another company. This category includes, but is not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, engine compression brakes, and air compressors.

(Limitations continued)

Coverage under this Plan expires after the first three years (two years for engines with 19 liter or more displacement) on Cummins accessories or maintenance components including, but not limited to: fuel injectors, injection and fuel pumps, STC hydraulic tappets, STC oil control valves, turbochargers, air compressors, fan clutches, water pumps, fan hubs, fan idler pulley assemblies, belt tensioners and vibration dampers. Cummins branded starters and alternators have coverage for the first 2 years or 2000 hours whichever occurs first, regardless of the engine family.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts, or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins-approved rebuilt part used to repair a Covered Failure assumes the identity of the part it replaced and is entitled to the remaining coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership. This Plan is also transferable to different geographic locations provided the new host Cummins Distributor is notified of the change in location within 90 days of the transfer.

Excessive oil consumption or blowby is not covered under this Plan.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE APPLICABLE STANDARD WARRANTY, THE WARRANTY SET FORTH HEREIN IS THE SOLE WARRANTY MADE BY CUMMINS IN REGARD TO THE ENGINE. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN THE UNITED STATES* AND CANADA, THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

OUTSIDE THE UNITED STATES* AND CANADA, IN CASE OF CONSUMER SALES, IN SOME COUNTRIES THE OWNER HAS STATUTORY RIGHTS WHICH CANNOT BE AFFECTED OR LIMITED BY THE TERMS OF THIS WARRANTY.

NOTHING IN THIS WARRANTY EXCLUDES OR RESTRICTS ANY CONTRACTUAL RIGHTS THE OWNER MAY HAVE AGAINST THIRD PARTIES.

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



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