

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

CATERPILLAR LIMITED WARRANTY BATTERY

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new batteries sold by it (excluding Caterpillar Brazil Limited dealers) to be free from failures caused by defects in material and workmanship.

This warranty is subject to the following:

The warranty period is identified in the following table, starting from the date of battery sale or product delivery to the first user.

Application	Battery Type			
	Premium, High Output (PHO)		General Service Line	
	Warranty Period	Free Replacement Period	Warranty Period	Free Replacement Period
On-Highway vehicles up to 680 kilograms (3/4-ton) capacity with engine-driven charging systems.	72 Months	24 Months	72 Months	18 Months
On-Highway vehicles over 680 kilograms (3/4-ton) capacity with engine-driven charging systems	36 Months	24 Months	30 Months	12 Months
Earthmoving, construction, materials handling, paving and off-highway equipment, agricultural, industrial engine, electric power generation and marine products with engine-driven charging systems. Electric power generation standby applications with separate charging systems (except with respect to the Battery Council International (BCI) Group size 4D, 8D, and 31 batteries used in these applications)*	36 Months	18 Months	24 Months	12 Months
*For BCI group size 4D, 8D, and 31 batteries used in the above applications.	*36 Months	*12 Months	*24 Months	*12 Months
For Uninterruptible Power Supply (UPS) and electric power generation standby applications with separate charging systems (with respect to valve-regulated AGM (Absorbed Glass Mat) batteries)	N/A	N/A	60 Months	12 Months
For deep cycle applications or applications without constant battery charging systems (i.e., auxiliary batteries for marine pleasure craft or recreational vehicles; electric trolling motor or golf cart applications which use batteries as their motive power; lawn garden applications, etc.).	3 Months (All BCI Group sizes except GP31 Deep Cycle) 30 Months (BCI GP 31 Deep Cycle Batteries)	3 Months	For BCI group sizes U-1R, U-1, 8V and GC-2: 18 Months For BCI Group sizes 24M and 27M: 30 Months And all other BCI groups sizes: 3 Months	3 Months

(continued on reverse side...)

Caterpillar Responsibilities

- Within the periods stated in the table under "Free Replacement Period," Caterpillar will replace a battery, which it finds to be defective in material or workmanship with a new comparable battery at no cost to the user. After the "Free Replacement Period" has expired, the user cost is determined by the following formula:

$$\frac{\text{Current Consumer's Months of Battery Price} \times \text{Service}}{\text{Months in Warranty Period}} = \text{User Cost}$$

- This warranty will be honored upon return of the battery, during normal working hours, to a Caterpillar dealer or other source approved by Caterpillar.

User Responsibilities

The user is responsible for:

- Providing proof of the date of battery sale or product delivery date to the first user.
- Taxes, installation, or transportation costs, which may result from replacement, are not included in this warranty.
- Expense identified as user cost under "Caterpillar Responsibilities".
- 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.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- 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.

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. 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.

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

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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.