

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

# CATERPILLAR WARRANTY

## Mine Specific Design (MSD) Off-Highway Truck Bodies

### WORLDWIDE

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the base body structure on Mine Specific Design (MSD) off-highway truck bodies, to be weld repairable due to failures caused by defects in material or workmanship.

This warranty is in addition to the standard off-highway truck warranty.

This warranty is subject to the following:

#### Warranty Period

The prorated warranty period, which begins with the expiration of the standard warranty period, is 24 months.

The user's participation in the cost of parts is determined by the following formula:

$$\frac{\text{Current Consumer List Price of Parts} \times \text{Months of Use Past Standard Warranty}}{24 \text{ Months}} = \text{User's Participation}$$

#### Caterpillar Responsibilities

If the base body structure is deemed not weld repairable by Caterpillar due to defects in material and workmanship, and requires replacement (body components or complete body) 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 (on a prorated basis) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect causing the failure.

**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 products. Items replaced under this warranty become the property of Caterpillar.

#### 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."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- All removal and installation 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 and replacement of items due to normal wear and tear. This includes inspecting, monitoring, and repairing structural cracks.
- 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 any damage to or resulting from body modifications (e.g., sideboards or duck tail extensions).
- 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 or improper repair or adjustment.
- Failures resulting from wear, including structural damage due to wear.
- Failures resulting from deformation or structural damage due to improper or abusive loading practices.

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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 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.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

*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:*

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