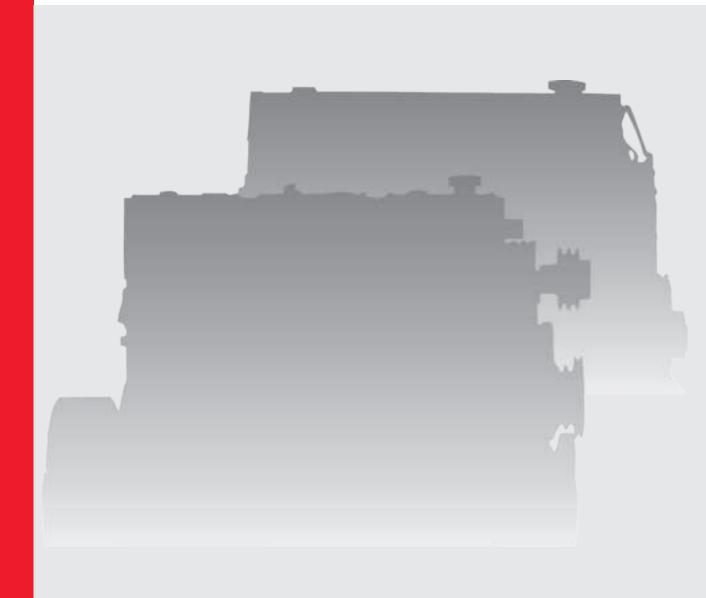


Cummins Warranty

L10/M11/ISM/N14/ISX/Sig Engines Australia And New Zealand Automotive



Coverage

Products Warranted

This Warranty applies to new L10, M11, ISM, N14, ISX and Signature Series Engines sold by Cummins Inc., hereinafter Cummins, and delivered to the first user on or after December 1, 2003, that are used in automotive on-highway applications in Australia and New Zealand, except for Engines used in bus and coach applications for which different Warranty Coverage is provided.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from defects in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends two years or 402,336 kilometers (250,000 miles) or 6,250 hours of operation, whichever occurs first, after the date of delivery of the Engine to the first user.

Failures of fuel injectors are covered for two years or 201,168 kilometers (125,000 miles) or 3,125 hours, whichever occurs first, after the date of delivery of the Engine to the first user.

Extended Major Components Warranty

The Extended Major Components Warranty covers Warrantable Failures of the following Engine parts or castings:

Engine cylinder block casting

Engine main bearing bolts

Engine cylinder head casting

Engine cylinder head capscrews

C Brake housing

Engine crankshaft forging

Engine camshaft forging

Cam follower housing

Cam follower assemblies

Engine connecting rods and caps

Engine connecting rod bolts

Intake manifold castings

Rocker lever housings

Gear train gears:

Crankshaft gear

Camshaft gear

Camshaft idler gear

Accessory drive gear

Water pump drive gear

Water pump idler gear

Lube pump drive gear

Bushing and bearing failures are NOT covered.

This Coverage begins with the expiration of the Base Engine Warranty and ends five years, 804,672 kilometers (500,000 miles) or 12,500 hours, whichever

occurs first, from the date of delivery to the first user.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

During The Base Engine Warranty

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging, when the repair is performed at the site of the failure.

During The Base Engine And The Extended Major Components Warranties

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

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

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable 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.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the Base Engine Warranty period, Owner must also deliver the Engine to the repair facility. Service locations are listed on the Cummins Worldwide Service Locator at

cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

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

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel (see also Cummins Fuel Bulletin #3379001) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007 max. 15 parts per million EPA 2010 max. 15 parts per million max. 15 parts per million

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 lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil or fuel or by water or diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

This Warranty does not apply to 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, and non-Cummins fan drives, Engine compression brakes and air compressors. Failures resulting in excessive oil consumption are not covered beyond the Base Engine Warranty. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable 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 approved by Cummins.

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

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

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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.

