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Cummins Repower™ Crate Engines United States And Canada Automotive	

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LIMITED 90 DAY WARRANTY

Coverage

Products Warranted

This Limited 90 Day Written warranty (“warranty”) applies to new Cummins Repower™ diesel fueled Crate engines (“engines”) that are used in automotive on-highway applications and are sold by Cummins Inc. (“Cummins”) and delivered to the first owner in the United States* or Canada on or after **October 1, 2017**.

Base Warranty

This warranty covers any failure of the engine or loose components supplied with the engine kit caused by, under normal use and service, a defect in Cummins material or factory workmanship (“Warrantable Failure”).

Coverage under this warranty begins upon the date of delivery of the engine to the first owner and runs for 90 days.

This warranty is made to all owners in the chain of distribution and coverage continues to all subsequent owners until expiration of the period of coverage.

Cummins Responsibilities

Cummins will, at its option, repair or replace any part that, after inspection by Cummins, is found to have failed due to a Warrantable Failure. Cummins may use new or remanufactured parts for repair or replacement, at its option.

Cummins will pay for up to 1 hour of labor at a Cummins certified repair location for an investigation to determine whether there was a Warrantable Failure.

Cummins warrants against defects in material and factory workmanship only. Cummins will only repair or replace Cummins parts that fail due to a Warrantable Failure.

Cummins reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis. By submitting a claim under this warranty, you expressly authorize Cummins and its authorized repair facility to access and utilize ECM data for this purpose.

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 to Cummins satisfaction that all recommended maintenance has been performed.

To make a claim under this warranty, owner must contact [1-800-CUMMINS] before expiration of the period of coverage to be directed to the nearest authorized repair location and deliver the engine to such facility for repair.

Owner is responsible for all labor expenses related to service under this warranty beyond the 1 hour for investigation discussed above.

Owner is responsible for any travel, towing, or shipping related to service under this warranty.

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

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

Owner is responsible for non-engine repairs and for “downtime” expenses, passenger delays, cargo damage, fines, all applicable taxes, all business costs and any other losses resulting from a Warrantable Failure.

Owner is responsible for the preparation of a written record containing the following: (1) the engine serial number; (2) Original sales invoice; (3) Shipping receipt reflecting date of delivery. This record must be provided when the engine is presented for service under this warranty.

Limitations

This warranty shall be void where Cummins reasonably determines any of the following things have occurred:

- Use of incorrect or contaminated fuel or oil. Only diesel fuel having no more than 15 parts per million maximum sulfur content may be used. Fuel must comply with any applicable regulations (ASTM D975 for North America). Fuel and oil may not be contaminated by water, dirt, or other contaminants.
- Where the claimed engine failure was caused or contributed to by any of the following: abuse or neglect by owner or operator; incorrect installation, including, but not limited to: operation without adequate coolants or lubricants; over fueling; over speeding; lack of

maintenance of lubricating, cooling or intake systems; improper storage, starting, warm up, run in or shutdown practices; unauthorized modifications of the engine.

- Failure to install the engine in an approved application. The engine must be installed and used for an application specified in the applicable Cummins Operation and Maintenance Manual.
- Any unauthorized modification to an emission control device.

Cummins is not responsible for failures caused by the use of incorrect oil or fuel, or for failure due to water, dirt or other contaminants in the fuel or oil.

This warranty does not apply to accessories 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, vacuum pumps, power steering pumps and air compressors.

Before a claim for excessive oil consumption will be considered, owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or Cummins repaired parts.

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.

This warranty does not apply to parts furnished by Cummins at no charge to the owner outside of this warranty.

This warranty only applies to engines installed in qualifying passenger car or light duty truck applications. This warranty does not cover any vehicle that has been used for racing (on or off track), stunt driving, performance testing, or used under other extreme operating conditions. This warranty does not cover any racing engines or their components.

Failures not resulting from a defect in material or factory workmanship are not covered by this warranty.

Failures resulting from the use of parts not approved by Cummins are not covered by this warranty.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS DUE TO NORMAL WEAR AND TEAR.

THE PROVISION OF REPAIRS OR REPLACEMENT OF PARTS IS THE EXCLUSIVE REMEDY UNDER THIS WARRANTY OR ANY IMPLIED WARRANTY. CUMMINS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A WARRANTABLE FAILURE OR BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY BY CUMMINS.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or incidental or consequential damages, so the above limitations and exclusions may not apply to you.

THIS WARRANTY IS THE SOLE WARRANTY MADE BY CUMMINS IN REGARD TO THE ENGINE. EXCEPT AS PROVIDED BY LAW, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED. IN THE EVENT THAT THIS EXCLUSION IS PROHIBITED BY LAW, ALL STATUTORY AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some jurisdictions do not allow exclusions or limitations of statutory and implied warranties, or limitations on how long a statutory or implied warranty lasts, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

In case of consumer sales, in some jurisdictions the owner has statutory rights which cannot be excluded, 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.

Cummins does not authorize any person to create for it any other obligation or liability in connection with any covered components. No warranties exist beyond the description on the face of this document. No oral statements by any person, distributor, dealer or salesman may modify or change this warranty. No term of any purchase order or other form from the purchaser or distributor/seller shall modify or change this warranty.

This warranty shall enure to the benefit of Cummins Inc. and its subsidiaries, affiliates, distributors, authorized retailers and authorized repair facilities.

This warranty shall be governed by the law of the State of Indiana, United States of America.

Any dispute shall be settled by arbitration administered by the American Arbitration Association pursuant to this Section. Any arbitration will take place pursuant to the American Arbitration Association's Consumer Arbitration Rules effective September 1, 2014 (collectively, "Arbitration Rules"). Any hearings that take place during the arbitration shall take place in Indianapolis, Indiana.

Any judgment on the award rendered by the Arbitrator shall be entered, and enforced, in the United States District Court for the Southern District of Indiana.

*Due to state law restrictions, Cummins Repower™ diesel fueled Crate engines are not available for purchase and do not qualify for warranty work in the state of Texas or West Virginia. Subject to that exception, United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Last Modified: 25-Oct-2017
