

PowerGeneration Warranty

High Horsepower Lean-burn Gaseous Fuel Generator Sets



Power
Generation

Coverage

PRODUCTS WARRANTED

This warranty applies to high horsepower lean-burn gas fueled generator sets sold by Cummins Inc. and delivered to the first user on or after January 1, 2001, for use anywhere in the world where Cummins approved service is available.

BASE GENSET WARRANTY

The Base Genset Warranty covers any failures of the genset, under normal use and service, which result from a defect in material or factory workmanship (Warrantable Failure). Coverage begins with the sale of the genset by Cummins and ends one year from the date that the equipment is available for service to the first user, or 18 months from date of shipment of the genset to the first user, whichever comes first.

EQUIPMENT COVERED BY THE BASE WARRANTY

The "GenSet" which consist of:

1. All items mounted on the genset and/or genset base frame as shipped from the producing factory.
2. Generator set control panel (GCP) including items shipped loose which are part of the GCP.

CONSUMER PRODUCTS

The warranty on Consumer Products in the United States is a LIMITED warranty.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Any implied warranties applicable to Consumer Products in the United States terminate concurrently with the expiration of the express warranties applicable to such products. In the United States, some states do not allow the exclusion of incidental or consequential damages; or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

These warranties are provided to all Owners in the chain of distribution, and coverage continues to all subsequent Owners until the end of the coverage period.

Cummins Responsibilities

DURING THE BASE GENSET WARRANTY

Cummins will pay for all parts and labor needed to repair the damage to the genset resulting from a Warrantable Failure. All labor costs will be paid in accordance with Cummins published Standard Repair Time guidelines.

Cummins will pay for the lubricating oil, antifreeze, filter elements, and other maintenance items that are not reusable due to a Warrantable Failure. Cummins will pay reasonable travel expenses for mechanics to and from the equipment site, including meals, mileage, and lodging when it is necessary for mechanics to make on-site warranty repairs. Cummins will pay reasonable labor costs for genset removal and reinstallation when necessary to make the warranty repair.

Owner Responsibilities

DURING THE BASE GENSET WARRANTY

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

Owner is responsible for the operation and maintenance of the genset as specified in Cummins Operation and Maintenance Manuals. 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 have the failure repaired by such facility. 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 communication expenses, meals, lodging and similar costs incurred by owner as result of a Warrantable Failure.

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

Owner is responsible for maintaining an operating engine hourmeter.

CUMMINS RIGHT TO FAILED COMPONENTS

Failed components claimed under warranty remain the property of Cummins Inc. Cummins has the right to reclaim any failed component that has been replaced under warranty.

Limitations

Cummins is not responsible for failures resulting from Owner or operator abuse or neglect, such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device. Cummins is also not responsible for failure caused by incorrect fuel or by water, dirt or other contaminants in the fuel.

These warranties are void and non binding on Cummins if, at the time of failure, the engine is determined to have been modified so as to substantially alter its operating characteristics.

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 are covered only during the first 4000 hours of operation or one year, whichever comes first.

Parts used in warranty repairs 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.

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

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



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