

# PRECIOUS METALS OVERHAUL KITS ON-HIGHWAY VEHICLE ENGINES

Precious Metals Overhaul Kits For Cat<sup>®</sup> On-Highway Vehicle Engines Registration Certificate For Kits Purchased and Installed Worldwide Excludes Australia, New Zealand, Colombia & Venezuela

Effective Date: November 1, 2014 CUSTOMER NAME: PHONE: ADDRESS: CITY: \_\_\_\_\_ \_\_\_\_\_ ZIP CODE: \_ STATE/PROVINCE: COUNTRY: DEALER CODE: CAT® DEALER: ADDRESS: STATE/PROVINCE: \_\_\_\_ ZIP CODE: \_\_\_ COUNTRY: TEPS DEALER: DEALER CODE: ADDRESS: CITY: STATE/PROVINCE: ZIP CODE: COUNTRY: PROVIDER: See Section XIV. **REGISTRATION DETAIL** New Registration Engine Serial No.: **Engine Sales Model:** Horsepower: Replacement Engine Kit Purchase Date: Application: Kit Installation Date: Transfer of Ownership Start ECM Miles/Kms: Start Odometer Miles/Kms: Vehicle OEM: Veh. Model: O Delayed Coverage Start Oupgrade of Coverage ECM Miles/Kms: Odometer Miles/Kms: Replacement Date: ECM Miles/Kms: Odometer Miles/Kms: Transfer Date: **COVERAGE OPTIONS AND TERMS** Coverage is only available on the following Engine Serial No. prefixes: Coverage Price Months **HEAVY DUTY MEDIUM DUTY** Bronze Med/Heavy Duty Silver Med/Heavy Duty 3126B - 8YL, 9SZ, BES 3406E - 1LW, 1MM, 2WS, 4AS, 5EK, 6TS C-12 - 2KS, 8YF, 9NS, 9SM, CDP, MBL, R1D 3126E - 3RW, 9SZ, CKM, HEP Gold Med/Heavy Duty C13 - 130, KCB, LEE C7 - 110, KAL, WAX, SAP Platinum Heavy Duty Only C-15 - 6NZ, 9NZ, C2A, MBN Platinum Plus Medium Duty Only C15 - 137, BXS, MXS, NXS, SDP C-16 - 7CZ, G1D Titanium Medium Duty Only HEUI Kit Medium Duty Only **EXTENDED COVERAGE FEES Limit of Liability: IMPORTANT!!** The maximum amount we will pay Coverage Fee (from above): U.S.D. \$ This contract provides only those for any single claim will be the coverages with a months term indicated U.S.D. \$ Administration Fee: reasonable cost to repair or above. Coverage options listed above may replace the covered vehicle U.S.D. \$ Late Fee: not be available for all engine models and engine, not to exceed Caterpillar's applications. Dealer - Refer to published Sales Tax: U.S.D. \$ list price for equivalent price lists for currently available replacement engine. **Total Coverage Fee** U.S.D. \$ coverage options and applications. I hereby certify that I have read and understand the terms and conditions I hereby certify that the engine serial number indicated above is eligible for the extended coverage as specified on this Registration Certificate and have read checked above and as specified within the additional number of pages indicated on the bottom of this Registration Certificate. and understand the Dealer's responsibilities as specified in the ESC Administration Manual.

Distribution: Original - Customer Copy Copy - Cat / TEPS Dealer © 2014 Caterpillar Inc.

Authorized Dealer Representative

Date

**Customer Signature** 

#### I. INTRODUCTION

This Extended Service Coverage, herein referred to as Service Contract, is designed specifically for Cat's On-Highway vehicle engines and is an important part of Caterpillar's continuing effort to provide "you" with superior value and product support.

#### II. TERMS AND CONDITIONS

This Service Contract provides parts and labor coverage less any applicable deductible for the "cost" of a "mechanical breakdown" under normal use during the "coverage period" due to a defect in material or factory workmanship. Coverage under this Service Contract is subject to the applicable exclusions listed under Section VIII. Exclusions and Limitations.

The Registration Certificate must be completed in its entirety at the date of registration. "You" should purchase this Service Contract on the covered engine Precious Metals Overhaul kit purchase date from an "authorized dealer". Certain fees, penalties and coverage availability may apply for any Service Contract requested after the original purchase date. "You" must contact an "authorized dealer" for complete details.

Coverage under this Service Contract starts on the date the Precious Metals Overhaul Kit is purchased.

#### III. DEFINITIONS

"Authorized dealer" means a dealer authorized by the manufacturer to sell, service and repair the "covered engine".

"Cost(s)" means the usual and fair charges as determined by the manufacturer for parts and labor necessary to repair or replace the parts covered as specified in the Service Coverage Matrix. Replacement parts will be genuine manufacturer's parts when performing repairs and may include new, remanufactured or repaired components.

"Coverage period" means the period that commences with the start date as shown on the Registration Certificate and expires when time, miles/kms or service meter hours, whichever occurs first, from the start date of the "covered engine" exceeds the coverage limits as specified on the Registration Certificate.

"Covered component" means the components listed and identified for the appropriate level of coverage on the Service Coverage Matrix form (attached to and made a part of this Service Contract).

"Covered engine" means the engine identified for this coverage as shown on the Registration Certificate and accepted by "us" for coverage.

"Mechanical breakdown" means the failure of any original or like replacement "covered component" to work as it was designed to work in normal service, provided it has received customary maintenance as recommended in the manufacturer's Operation and Maintenance Manual.

"Repairer(s)" means a business entity "we" have authorized as a repair facility or "authorized dealer".

"Warranty" means any warranty of the manufacturer or a "repairer's" guarantee or warranty.

"We," "us," and "our" mean the provider issuing this Service Contract.

"You" and "your" mean the customer shown on the Registration Certificate.

#### IV. OUR RESPONSIBILITIES

"We" will pay the "cost", less any applicable deductible, to repair, replace or service the "covered engine" for a "mechanical breakdown" of a "covered component". This work will be during normal working hours at a "repairer's" place of business. "We" will provide, at "our" choice, new, remanufactured or repaired components when replacing or repairing any "covered components". Further, "we" will also pay the components and labor charges for any Cat component that is rendered unserviceable by a "covered component" failure.

"We" will restore the "covered engine" to its operating condition prior to the "mechanical breakdown" by repairing and / or replacing only the required "covered components" and consequentially damaged Cat components necessary to facilitate the repair. Other parts or components removed in the process of the repair will be reinstalled as is, unless "you" authorize "your" additional expense to repair or replace.

"We" will also pay the reasonable "costs" of any expendables or consumables that are made unusable as a result of a "covered component" failure.

#### **V. YOUR RESPONSIBILITIES**

"You" shall operate, maintain and perform all recommended maintenance for the "covered engine" according to the guidelines and recommendations as specified in the manufacturer's operation and maintenance manual and if specified on the Service Coverage Matrix.

"You" shall utilize an "authorized dealer" for all scheduled oil sampling (S.O.S.) as specified in the manufacturer's operation and maintenance manual by submitting samples promptly with necessary sample information at the specified service intervals.

"You" shall be responsible for all "costs" not covered by this Service Contract.

## VI. COVERAGE TERRITORY

This Service Contract is available for issuance worldwide (excludes Australia, New Zealand, Colombia and Venezuela) except when coverage provided by this Service Contract would be in violation of any U.S. A. economic or trade sanctions such as, but not limited to, sanctions administered and enforced by the U.S.A. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidence of coverage or any claim that would be in violation of U.S.A. economic or trade sanctions as described above shall be null and void.

## **VII. CLAIM PROCEDURES**

In the event of a "mechanical breakdown" of the "covered engine", "you" shall:

- 1. Take all reasonable steps to protect and safeguard the "covered engine".
- 2. Report the "mechanical breakdown" promptly to "us" or a "repairer".
- 3. Promptly make the "covered engine" available to a "repairer" for repair and examination and provide proof of this Service Contract registration by presenting the customer copy of the Registration Certificate.
- 4. Furnish "us" or a "repairer" with such information as may be reasonably required to assess the "mechanical breakdown".
- 5. Provide proof of compliance with the maintenance schedules as recommended in the manufacturer's operation and maintenance manual, such as receipts or copies of work orders or invoices from "repairers" or "authorized dealers" showing the maintenance and services performed. Failure to show proof may result in denial of coverage.

#### VII. CLAIM PROCEDURES con't

6. If "we" pay for the "costs" of a "mechanical breakdown", "we" will be subrogated to "your" right to recover damages from another party. "We" will not pay for such "costs" if "you" impair these rights to recover. "Your" rights to recover from another party may not be waived.

#### **VIII. EXCLUSIONS AND LIMITATIONS**

This Service Contract does not cover a "mechanical breakdown" caused by:

- Acts of God, war, vandalism, riot, theft, explosion, and any other act of nature or man.
- Operator abuse, misuse, neglect, accident, improper operation, lack of customary maintenance, failure to follow maintenance procedures and scheduled component inspections / replacements as specified in the manufacturer's operation and maintenance manual; repairs, alterations, or modifications made subsequent to the purchase by "you" of this "covered engine" that either affects the mechanical operation as designed by the "covered engine" manufacturer or is not done by a "repairer".
- "Repairer" workmanship.
- Any application or installation not approved by the manufacturer.
- Wear and tear, depletion, deterioration, corrosion and erosion.
- Steel shims and cast iron block inserts.
- A non-"covered component" failure.

This Service Contract also does not pay for:

- Any part or component from another manufacturer.
- Bolts, clamps and other fasteners except as specified on the Extended Service Coverage Matrix.
- Normal preventive maintenance (including consumables) and scheduled component inspection / replacements as defined in the manufacturer's operation and maintenance manual.
- Performance complaints, including but not limited to, any adjustments to fuel settings, PAR tests, or programming of the electronic control module.
- Any and all "mechanical breakdowns" or failures that are covered under any "warranty" whether enforceable or not.
- Reimbursement for any travel or towing, or overnight lodging or meals or communications expenses and any other downtime or downtime related expenses, cargo damage or economic loss that "you" may incur.
- Any and all taxes, excep sales tax on part repairs, if applicable.
- Parts shipping charges and service charges.

# IX. TRANSFER OR ASSIGNMENT OF COVERAGE

The remaining portion of this Service Contract may be transferred or assigned to subsequent owners other than an "authorized dealer" during the "coverage period" at no extra charge provided the new owner of the "covered engine" presents a copy of the current Registration Certificate to "us" within ten (10) days of the transfer of title of the vehicle in which the "covered engine" is installed and "we" approve the transfer or assignment of coverage.

# X. TERMINATIONS AND REFUNDS

Cancellation by You. "You" may cancel this Service Contract by providing written notice to "us" of "your" intent to cancel. Cancellation will be effective on the date "we" receive the cancellation notice.

- Refund and Administration Fee. If "you" cancel this Service Contract by returning it to "us" within ten (10) days of the signature as indicated on the bottom of the Registration Certificate,, "your" refund shall be the Coverage Fees less any claims paid and a \$35.00 administration fee plus a ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Service Contract was returned to "us". If you cancel this Service Contract by returning it to "us" after ten (10) days from issue, the pro-rated refund will be based on the lesser of months, miles /kms or hours of unused coverage provided less any claims paid and a \$35.00 administration fee. No refund is available if coverage is transferred or assigned to a subsequent owner.
- Cancellation by Us. "We" may cancel this Service Contract and return to "you" the pro-rated refund based on the lesser of months, miles /kms or hours of unused coverage provided less any claims paid and a \$35.00 administration fee for the following reasons: the coverage fee for this Service Contract has not been paid by "you", the manufacturer's warranty has been canceled or voided, or a substantial breach of duties by "you" relating to the "covered engine" or its use. If there is a material misrepresentation in the Service Contract registration, "we" may void this Service Contract without written notice and "you" will not be charged the Coverage Fee.

# XI. DISCLAIMERS

"OUR" RESPONSIBILITIES AND "YOUR" REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

"WE" DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION HEREWITH INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

"WE" ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS SERVICE CONTRACT ARE COVERED UNDER THE APPLICABLE REPLACEMENT PARTS WARRANTY.

THIS SERVICE CONTRACT DOES NOT SUPERCEDE THE EMISSION WARRANTY FOR EMISSION RELATED COMPONENTS.

MISREPRESENTATION OF THE COVERED ENGINE'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILEAGE, KILOMETERS, HOURS, OR THE ACTUAL AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY "US". "WE" SHALL BE ENTITLED TO ALL OTHER REMEDIES.

# XII. NOTICE

Obligations of the provider under this contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

### XIIA. CUSTOMER ASSISTANCE FOR ENGINE OPERATION OR FOR ENGINE WORK

#### FOR U.S.A. AND CANADA

For the U.S.A. and Canada, when a problem arises concerning the operation of an engine or concerning the service of an engine, the problem will normally be managed by the Cat Dealer in "your" area. "Your" satisfaction is a primary concern to Caterpillar and Cat Dealers.

If "you" have a problem that has not been handled to "your" complete satisfaction, follow these steps:

- 1. Discuss your problem with a manager from the dealership.
- 2. If your problem cannot be resolved at the Cat Dealer level without additional assistance, use the phone number that is listed here to talk to a Field Service Coordinator: 1-800-447-4986.

LEET0035-04 Supersedes LEET0035-03

#### XIIA. CUSTOMER ASSISTANCE FOR ENGINE OPERATION OR FOR ENGINE WORK cont'd.

The normal hours are from 8:00 AM to 4:30 PM Monday through Friday Central Standard Time. Please keep in mind the ultimate goal is to solve your problem at the dealership. Therefore, please follow the steps in sequence when a problem is experienced.

#### FOR OUTSIDE U.S.A. AND CANADA

If a problem arises concerning the operation of your engine or the service of your engine please contact your nearest Cat Dealer or Service Representative.

### XIII. ENDORSEMENTS, APPLICABLE TO U.S.A. ISSUED CONTRACTS ONLY

In Georgia: Paragraph X. Terminations and Refunds the subparagraphs Refund and Administration Fee and Cancellation by Us are replaced by the following:

- Refund and Administration Fee. If "you" cancel this Service Contract, the pro-rated refund will be based upon the lesser of months, miles / kms or hours of unused coverage provided.
- Cancellation by Us. We may only cancel this Service Contract for fraud, material misrepresentation or non-payment. If "we" cancel this Service Contract, "we" will give written notice of cancellation at least:
  - a) 10 days before the effective date of cancellation if we cancel for nonpayment of coverage fees; or,
  - b) 30 days before the effective date of cancellation if we cancel for any other reason.

The pro-rated refund will be based upon the lesser of months, miles/kms or hours of unused coverage provided.

In Hawaii: Paragraph X. Terminations and Refunds, the subparagraph Cancellation by Us is replaced by the following:

- Cancellation by Us. "We" may cancel this Service Contract and return to "you" the pro-rated refund based on the lesser of months, miles / kms or hours of unused coverage provided less any claims paid and a \$35.00 administration fee without notice for nonpayment or the Coverage Fee, material misrepresentation or substantial breach of "your" duties relating to "covered engine" and with five (5) days prior notice of cancellation that states the effective date of cancellation for any other reason.

In Hawaii and Wyoming: Paragraph X. Terminations and Refunds, the subparagraph Refund and Administration Fee is replaced by the following:

- Refund and Administration Fee. If no claims have been made under the Service Contract delivered at the time of sale and "you" cancel this Service Contract by returning it to "us" within twenty (20) days of purchase, "your" refund shall be the Coverage Fees, or between twenty (20) and thirty (30) days of purchase, "your" refund shall be the Coverage Fees less a \$25.00 administration fee plus a ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Service Contract was returned to "us". If "you" cancel this Service Contract by returning it to "us" after thirty (30) days from purchase, the pro-rated refund will be based on the lesser of months, miles / kms or hours of unused coverage provided less any claims paid and a \$25.00 administration fee. No refund is available if coverage is transferred or assigned to a subsequent owner.

In Indiana: This service contract is not insurance and is not subject to Indiana insurance law.

In Wisconsin: paragraph X. Termination and Refunds the subparagraphs Refund and Administration Fee and Cancellation by Us are replaced by the following:

- Cancellation by You. If "you" cancel this Service Contract by returning it to "us" within twenty (20) days of the date the Service Contract was mailed to "you", or within ten (10) days of delivery if the Service Contract is delivered to "you" at the time of sale, if no claim has been made under the Service Contract prior to its return to "us", "your' refund shall be the Coverage Fees plus a ten (10%) percent penalty shall be added to the refund if not paid within forty-five (45) days from the time this Service Contract was returned to "us". If "you" cancel this Service Contract by returning it to "us" after the applicable time above, or if a claim has been submitted under this Service Contract, "We" shall refund to "you" a pro-rated return of one hundred (100%) percent of the unearned Coverage Fees based on the lesser of months, miles/km or hours of unused coverage, less claims paid, and less a \$35.00 administration fee not to exceed ten (10%) percent of the Coverage Fees.
- Cancellation by Us. "We" may cancel this Service Contract for nonpayment of the Coverage Fees, material misrepresentation by "you" to "us" or substantial breach of duties by "you" relating to the covered product or its use. "We" may cancel this Service Contract by mailing written notice to "you" stating the effective date of cancellation and the reasons for cancelling this Service Contract at least five (5) days prior to cancellation. If "We" cancel this Service Contract, "We" shall refund to "you" a pro-rated return of one hundred (100%) percent of the unearned Coverage Fees based on the lesser of months, miles/km or hours of unused coverage, less claims paid, and less a \$35.00 administration fee not to exceed ten (10%) percent of the Coverage Fees.

For U.S.A. Only "THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."

#### XIV. PROVIDER

In the United States: The Provider of this Service Contract is Caterpillar Inc.

Outside the U.S.A. and Alberta, Canada: The Provider of this Service Contract is the Cat Dealer.

In Alberta, Canada: The Provider of this Service Contract is Caterpillar of Canada.

#### XV. INTENTIONALLY LEFT BLANK

## XVI. PRIVACY NOTICE

"We" do not disclose any nonpublic personal information about "you" or former customers to anyone, except as permitted by law.

"We" may collect nonpublic personal information necessary for service contract coverage to "you" from the following sources:

- Information that we receive from "you" on registrations, applications or other forms, such as "your" name, social security number, address, assets and incom
- Information about "your" transactions with "us", our subsidiaries, our affiliates (received only with "your" express consent); and
- Information from a consumer reporting agency.

"We" restrict access to nonpublic personal information about "you" to those employees who need to know that information to provide extended coverage services to "you". "We" maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard "your" nonpublic personal information.

For U.S.A. and Canada, our Privacy Statement is available upon request by calling 1-800-248-4228.

XVII. EXTENDED SERVICE COVERAGE MATRIX- see matrix on next page.

# Precious Metals Overhaul Kits for On-Highway Engines Extended Service Coverage Matrix MEDIUM DUTY

# Effective November 1, 2014

Medium Duty Kits	HEUI Kit	Bronze	Silver	Gold	Platinum Plus	Titanium
HEUI Kit (as shipped)	YES					
Bronze Overhaul Kit (as shipped less filters, hoses & hose clamps)		YES				
Silver Overhaul Kit (as shipped less filters, hoses & hose clamps)			YES			
Gold Overhaul Kit (as shipped less filters, hoses & hose clamps)				YES		
Platinum Plus Overhaul Kit (as shipped less filters, hoses & hose clamps)					YES	
Titanium Overhaul Kit (as shipped less filters, hoses & hose clamps)						YES
Seals, Gaskets and Fasteners (torque excluded) as shipped in kit	YES	YES	YES	YES	YES	YES
Rod Bearings		YES	YES	YES	YES	YES
Main Bearings		YES	YES	YES	YES	YES
Thrust Bearings		YES	YES	YES	YES	YES
Oil Filler Cap		YES	YES	YES	YES	YES
Thermostat		YES	YES	YES	YES	YES
Exhaust Manifold & Turbo Mounting Studs and Nuts (torque excluded)		YES	YES	YES	YES	YES
Piston Body, Skirt & Crown (as required)			YES	YES	YES	YES
Piston Pin			YES	YES	YES	YES
Piston Pin Retainer			YES	YES	YES	YES
Piston Rings			YES	YES	YES	YES
Piston Pack				YES	YES	YES
Injectors	YES				YES	YES
Fuel Pressure Sensor	YES				YES	YES
Oil Pump					YES	YES
Cylinder Block (basic)					YES	YES
Cylinder Head					YES	YES
HEUI Pump	YES				YES	YES
Cylinder Block (long)						YES

# IMPORTANT NOTICE

All "Covered Components" must pass inspection or be replaced at the proper maintenance interval as prescribed by the Operation and Maintenance Manual by an "Authorized Dealer" to qualify for continued coverage under this Service Contract. "Your" failure to follow the Operation and Maintenance Manual may result in denial of coverage.

- YES = Covered Component
- Blank = Not covered or Not Applicable
- Listed Components may not be applicable to all engine models.

# Precious Metals Overhaul Kits for On-Highway Engines Extended Service Coverage Matrix HEAVY DUTY

# **Effective November 1, 2014**

Heavy Duty Kits	Bronze	Silver	Gold	Platinum
Bronze Overhaul Kit (as shipped)	YES			
Silver Overhaul Kit (as shipped)		YES		
Gold Overhaul Kit (as shipped)			YES	
Platinum Overhaul Kit (as shipped)				YES
Rod Bearings	YES	YES	YES	YES
Main Bearings	YES	YES	YES	YES
Head Gasket Set (as shipped)	YES	YES	YES	YES
Oil Pan Gasket	YES	YES	YES	YES
Kit-Gasket (single fuel injector as shipped)	YES	YES	YES	YES
Exhaust Manifold Sleeves	YES	YES	YES	YES
Thermostats	YES	YES	YES	YES
Value Cover Seal	YES	YES	YES	YES
Turbo Mounting Stud Lock Nuts (Torque Excluded)	YES	YES	YES	YES
Liners		YES	YES	YES
Piston Crowns		YES	YES	YES
Piston Body Skirts		YES	YES	YES
Rings		YES	YES	YES
Wrist Pins		YES	YES	YES
Liner Seals		YES	YES	YES
Connecting Rods			YES	YES
Reman Cylinder Head Assembly (as shipped)				YES
Reman Injectors (as shipped)				YES
Reman Water Pump (as shipped)				YES
Reman Oil Pump (as shipped)				YES

# **IMPORTANT NOTICE**

All "Covered Components" must pass inspection or be replaced at the proper intervals as prescribed by the Operation and Maintenance Manual by an "Authorized Dealer" to qualify for continued coverage under this "Service Contract". "Your" failure to follow the Operation and Maintenance Manual may result in denial of coverage.

- YES = Covered Component
- Blank = Not covered or Not Applicable
- Listed Components may not be applicable to all engine models.