

TOROMONT REMANUFACTURED MAJOR COMPONENTS

Effective with sales to the first user on or after April 1, 2014



Toromont Cat, or any of its subsidiaries, warrants Remanufactured Major Components used within the area specified under "Limitations" to be free from defects in material and workmanship. This warranty pertains only to products remanufactured by Toromont Cat (does not include Caterpillar Reman), including engines, long blocks, transmissions, torque converters, wheel groups, final drives, axle groups and differentials, and is subject to the following:

Warranty Period

The standard warranty period for Remanufactured Major Components is for whichever occurs first after date of delivery to the first user:

- 3 years or 5000 operating hours.

Notwithstanding the foregoing, for engines used in prime power or non-captive industrial application, the following limitations apply:

- Nozzle and fuel injectors limited to 2 years/3000 hours.
- Water pumps and regulators limited to 2 years/3000 hours.

Toromont Cat Responsibilities

If a defect in material of workmanship is found during the warranty period, Toromont will, during normal working hours and at a place of business of Toromont Cat or other authorized source:

- Provide (at Toromont's choice) new, remanufactured or otherwise repaired part(s) of the component needed to correct the defective component.
- Supply lubricating oil, filters, antifreeze and other service items made unusable by the defect.
- Provide Repair labour needed to correct the defect, to restore the Remanufactured Major Component to its operating condition just prior to failure.
- In the case where the component was initially installed by a Toromont technician, provide labour for removal and installation of the component when necessary.
- Registering the component warranty, when installed by Toromont.

User Responsibilities

The user is responsible for:

- Providing proof of purchase.
- Registering for this warranty coverage within 60 days of purchase, unless the component was installed by Toromont, or an alternate registration agreement is in place at the time of purchase.
- Provide access for a Toromont Technician to investigate the failed component in its installed state. Toromont reserves the right to refuse warranty if removal of the component occurs prior to this root cause investigation.
- The costs associated with transporting the product or equipment in which the product is installed to a Toromont Cat place of business or cover the travel time and mileage cost for a Toromont employee to come to the job site to facilitate the repair.
- Labour costs, except as noted under "Toromont Cat Responsibilities".
- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Toromont Cat's material or workmanship.
- Giving timely notice of warrantable failure and promptly making the product available for repair.
- Performance of the required preventative maintenance and use of proper fuel, oil, lubricants and must include routine coolant and scheduled oil sampling (SOS) for the duration of the component warranty period.
- Provide records of Preventative Maintenance and Scheduled Oil Sampling to Toromont, upon request
- Maintenance for engines and long blocks must include a valve and bridge adjustment at 250 hours after initial installation or at first scheduled oil change interval, and at all required intervals afterwards as stated in the engine Operation and Maintenance Manual.
- Betterment charges, in the case where the customer opts to replace the failed component with a new exchange product or requests additional repairs to be made during the repair process
- If the user fails to fulfil its responsibilities then this warranty is void.

Limitations

Toromont Cat is not responsible for:

- Failures resulting from any use or installation which Toromont judges improper.
- Failures resulting from attachments, accessory items and parts not sold by Toromont Cat.
- Failures resulting from abuse, neglect and/or improper repair and maintenance.
- Failures resulting from user's continued use of the product, and/or unreasonable delay in making the product available, after being notified or aware of a potential product problem.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE EXPRESSLY LIMITED TO THE PROVISION AND INSTALLATION OF PARTS, AS SPECIFIED ABOVE, AND ANY CLAIMS FOR LOSS ARISING OUT OF FAILURE OF THE REMANUFACTURED PRODUCT(S) TO OPERATE FOR ANY PERIOD OF TIME, OR ECONOMIC LOSS (INCLUDING DOWNTIME AND LOST REVENUES OR PROFITS), OR INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING OTHER DAMAGED PARTS), ARE EXPRESSLY EXCLUDED.

TOROMONT

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TOROMONT REMAN

ISO 9001
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PRICEWATERHOUSECOOPERS

www.toromontcat.com