

## LEASE PURCHASE AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WAGNER EQUIPMENT CO.**, a Colorado Corporation whose address is 18000 Smith Rd. Aurora, CO 80011 (“Contractor”).

### RECITALS:

1. The City desires to obtain a Cold Planner, Steering Wheel/ lever Motor Grader, Compact Wheel Loader and associated equipment (cumulatively, the “Equipment”), and Contractor desires to provide that Equipment to the City.

2. The City intends to finance and pay for the acquisition of the Equipment through a separate lease-purchase agreement (the “LPA”) between the City and JP Morgan Chase Bank, N.A. (the “Bank”).

### AGREEMENT:

For and in consideration of the agreements contained herein and subject to the terms and conditions stated, in this Agreement, the parties agree as follows:

The recitals set forth above are incorporated herein as set forth in their entirety.

1. **FORM OF AGREEMENT.** This Agreement shall consist of the terms and conditions stated in the following numbered Articles, together with those exhibits or attachments that are referenced and incorporated in such Articles. In the event that any conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments shall occur, the terms and conditions of these numbered Articles shall be controlling.

2. **COORDINATION AND LIAISON.** Contractor agrees that during the term of this Agreement it shall fully coordinate the performance of this Agreement with the City, including the Executive Director of the Department of Transportation and Infrastructure (“Manager”) or as otherwise directed by the City. Contractor understands that the Manager or designee is the City's representative under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

3. **EQUIPMENT, ACCEPTANCE AND WARRANTIES TO BE PROVIDED.**

A. Contractor shall provide to the City the Equipment and Warranties listed and described on **Exhibit A** attached hereto (hereinafter referred to as the “Equipment” and “Warranties”).

B. It is understood and agreed that the Equipment and Warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement.

C. Upon delivery and final installation of the Equipment, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the exhibits. If the Equipment does not conform, the City will so notify Contractor in

writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Equipment contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Equipment, or repudiates acceptance of it, Contractor will refund to the City all fees received with respect to the rejected product, and the City will cease using the Equipment and return the Equipment to the Contractor.

D. The Equipment shall be delivered to DOTI Fleet Management, 5440 Roslyn Street, Building C, Denver CO 80216.

4. **SPECIAL PURCHASING TERMS AND CONDITIONS:** In addition to all other terms and conditions stated in this Agreement, Contractor shall comply with the following special purchasing terms and conditions:

A. Pricing is F.O.B. Denver, CO, delivered to the City facilities as set out on Exhibit A. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

B. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and such loss, injury or destruction shall not release Contractor from any obligation hereunder. Thereafter, risk of loss shall pass to the City and Bank as further described in the LPA.

C. Contractor agrees to furnish, upon the written request of the City, any additional information needed to substantiate or clarify the design and/or performance characteristics of the Equipment.

D. Contractor Invoices must include the following:

- (1) City contract control number.
- (2) Items listed individually.
- (3) Invoice number and date.
- (4) Requesting department name and "ship to" address.
- (5) Payment terms.

5. **TERM.** The term of this Agreement shall commence upon April 1, 2022, and expire on March 31, 2025.

6. **COMPENSATION.**

A. It is understood and agreed that the City has elected to lease/purchase/finance the Equipment and Warranties through the LPA. The City and Bank have also entered into an escrow agreement that together with the LPA provide for payment to the Contractor of the maximum amount stated herein subject to the procedure set out in the LPA. The Contractor's performance under this Agreement is expressly conditioned upon funding of the escrow agreement and proper payment as set out herein.

B. The total compensation payable to Contractor for acquiring and delivering the Equipment together with the Warranties shall not exceed the amount of **ONE MILLION TWO HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED NINETY-THREE DOLLARS AND ZERO CENTS (\$1,294,293.00)** (the "Maximum Purchase Amount"), payable directly to the Contractor by the escrow company. Payment by the escrow company shall be initiated after delivery of the Equipment, examination of the Equipment and the City's issuance of an Acceptance Certificate. Title to the Equipment shall vest with the Bank upon payment of the Maximum Purchase Amount to Contractor. Beneficial use of the Equipment and Warranties shall remain with the City.

C. The total compensation payable by the City to Contractor under this Agreement for the Equipment and Warranties is Zero Dollars (\$0.00) (the "Maximum Contract Amount").

D. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by Contractor, time is of the essence.

8. **STATUS OF CONTRACTOR.** It is understood and agreed by and between the parties that the status of Contractor shall be that of an independent contractor and it is not intended, nor shall it be construed, that Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

9. **TERMINATION OF AGREEMENT.**

A. The City may terminate this Agreement at any time on thirty (30) days' notice if Contractor is in breach or default of the Agreement or if the underlying project or activity is canceled. The City has the right to terminate this Agreement without cause on thirty (30) days written notice. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business. Contractor may terminate this Agreement upon ten (10) days prior written notice if (a) the City breaches this Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach, or (b) Bank fails to honor its obligations under the LPA.

B. Should the City cancel the project for circumstances out of the control of the Contractor, then the Contractor shall be entitled to payment in full for Equipment on order with Caterpillar prior to the date of the cancellation, plus reasonable expenses incurred by Contractor in terminating order and work in progress. Such work may include, but is not limited to testing, shipping, repair, replacement, transport, and storage of goods. Upon tendering

payment after cancellation, the City or its representative shall have the right to take possession of any Equipment paid for.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

11. **EXAMINATION OF RECORDS AND AUDITS.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

12. **TAXES, PERMITS AND LICENSES.** Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

13. **VENUE, GOVERNING LAW.** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

14. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.** Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order

94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Contractor from City facilities or participating in City operations.

15. **ASSIGNMENT AND SUBCONTRACTING.**

A. Provided that the City shall have accepted the Equipment, the City shall not have the right to and shall not assert against any assignee of Bank or other registered owner of the Equipment any claim, counterclaim or other right the City may have against the Contractor.

B. None of the City's right, title and interest in any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of Bank and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Bank that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Bank under the lease-purchase transaction referenced herein from gross income for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to the lease-purchase transaction with Bank and the rights of Bank in, to and under such transaction with respect to the Equipment.

C. The City is otherwise not obligated or liable under this Agreement to any party other than the Contractor named herein. Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

16. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

17. **INSURANCE.**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty

(30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**F. Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. **Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **City's Insurance.** The City is self-insured pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., and shall not be required to obtain any liability, fire, casualty or other insurance as a result of this Agreement. Neither shall any contrary statement contained in any attachment or exhibit hereto be construed to shift the risk of loss or liability to the City.

18. **DEFENSE AND INDEMNIFICATION.**

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. In the event of any claim to the City concerning infringement or violation of a third party's intellectual property rights, the City will endeavor to promptly notify Contractor

in writing of any such claim and will cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (1) contest, (2) settle, (3) procure for the City the right to continue using the Equipment, software, or services, or (4) modify or replace them to be non-infringing (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If none of the foregoing options is reasonably possible, then Contractor will refund a pro-rata portion of the amounts paid hereunder with respect to the Equipment, software, or services (based on the expected life thereof) and reimburse the City for all reasonable expenses for removal and replacement of the Equipment or software. Contractor is not liable for any infringement-related liabilities based upon modifications to the Equipment or software made by the City without Contractor's consent or being used or sold with products not provided by Contractor and made without Contractor's consent.

19. **CONFLICT OF INTEREST.** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

20. **NO THIRD-PARTY BENEFICIARY.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors and suppliers. It is otherwise the express intention of the City and Contractor that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. **CONFIDENTIAL INFORMATION.**

A. “**Confidential Information**” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this

Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

B. Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

C. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

D. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to the City for disclosure of confidential materials, the City may advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If Contractor objects to disclosure of any of its material, Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

22. **DISPUTES.** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) *et. seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.

23. **TAXES, CHARGES AND PENALTIES.** The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

24. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

25. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS.** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

27. **AGREEMENT AS COMPLETE INTEGRATION – AMENDMENTS.** This Agreement, together with the LPA, are intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

28. **LEGAL AUTHORITY.**

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

29. **COUNTERPARTS OF THIS AGREEMENT.** This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

30. **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT.**

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

31. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. **NOTICES.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Department of  
Transportation & Infrastructure or Designee  
201 West Colfax Avenue, Dept. 608  
Denver, Colorado 80202

With a copy of any such notice to: Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

33. **COMPLIANCE WITH ALL LAWS.** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

34. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

35. **ADVERTISING AND PUBLIC DISCLOSURE.** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

36. **CITY EXECUTION OF AGREEMENT.** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**ATTACHED EXHIBITS:**

EXHIBIT A – EQUIPMENT AND WARRANTIES

EXHIBIT B – COI

**[Signatures on following page]**

**Contract Control Number:** DOTI-202262316-00  
**Contractor Name:** WAGNER EQUIPMENT CO.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL** **CITY AND COUNTY OF DENVER:**

**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202262316-00  
WAGNER EQUIPMENT CO.

By:  478B26BFC2B6493...

Name: G. Cody Eldridge  
(please print)

Title: Executive VP, Sec.  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**EXHIBIT A**  
**EQUIPMENT**

<u>Quantity</u>	<u>Item</u>	<u>Price</u>
1	New PM822 Cold Planner	\$779,562.00
1	New 140 Steering wheel/lever Motor Grader	\$329,624.00
1	New 914 Compact Wheel Loader	\$185,107.00
<b>TOTAL PURCHASE AMOUNT:</b>		<hr/> <b>\$1,294,293.00</b>

Specifications of equipment, training, and warranties to be provided by Contractor are set out on the attached pages, which together with this cover sheet constitute **Exhibit A**.



Quote 237489-01

December 13, 2021

**CITY & COUNTY OF DENVER**

201 W COLFAX DEPT 908  
DENVER, Colorado 80202

Attention: Michael Helgeson

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: **One New** PM822 Cold Planner

**Quoted using the SourceWell Caterpillar Contract: #032119-Cat, Expires: 5/13/2023.**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

Andy Kratt  
Sales Representative  
Wagner Equipment Co.

## Caterpillar Model: PM822-LR Paving

### STANDARD EQUIPMENT

**POWERTRAIN** -CAT C18, inline 6-cylinder, twin turbo- -charged, aftercooled 800 HP (596 kW)  
 -diesel engine -Power and torque curve optimized for -fuel efficiency -Engine diagnostic connector  
 (for -CAT ET) -Air cleaner, dry type dual element with -integral precleaner -Belt, automatic tensioner  
 -Fuel filter/water separator -Hydrostatic transmission -Computerized load control -Four tracks each  
 with polyurethane -track pads -Dual pump propel system -with opposite track traction control  
 -Alignment controlled steering system -with four steering mode --front, rear and crab steer  
 --coordinated steer -Alignment is optimized for selected -mode -Auto tensioning track

**ELECTRICAL** -Backup alarm -Alternator, 100-amp -Batteries, two maintenance free, -1400 CCA  
 each -Horn, forward warning -Ground located horn, operator warning -Electrical system, 24-volt  
 -Remote jump start receptacle -Work lights (4 fixed, 10 pole mount) -Machine diagnostic connector  
 -(for CAT ET) -Self diagnostic system -Product Link equipped -

**OPERATOR ENVIRONMENT** -Dual operator positions, on the left -and right of the operators  
 platform -Operator platform with visibility to -both crawlers of the machine -Machine monitoring  
 system -Lockable vandalism guards for all -control panels -Platform handrails/guardrails -Control  
 and propel console with -LED backlit panels and joystick propel -and steering -Electronic machine  
 management system -Digital graphic display for diagnostics -and operating instructions -LED  
 wake-up model with floor light -Integrated grade control -Silver-class touch screen display -Ramp-in,  
 ramp-out function -Digital moldboard control -3 rotor speeds selectable on control -panels -Two level  
 warning system with action -light and horn (warning, critical -warning) -Quick detach  
 fuse/relay/controller -Automatic throttle control -Camera ready display -

**APPLICATION SPECIFIC COMPONENTS** -ROTOR AND CHAMBER SYSTEM -Caterpillar  
 patented tool holder with -easy extraction feature -External floating side plates -Dry clutch, belt  
 transmission and -automatic tensioner -Dedicated water spray for tool cooling -and dust control  
 -Curb clearance right side plate -Moldboard with floating, locked or -service height levels and  
 adjustable -down pressure -Hydraulic raiseable and floating anti- -slab -CONVEYORS -Front loading  
 -850 mm (33.5") belt width collecting -conveyor -850 mm (33.5") belt width discharge -conveyor  
 -Dual stage, infinitely variable speed, -with independent reversing -60-degree swing either side of  
 center -for discharging conveyor -Conveyor boost function -

**FLUIDS** -Extended life coolant with protection -to -37C (-34F)

**OTHER STANDARD EQUIPMENT** -Doors, service access, hinged, locking -Fuel tank 1200 L (317  
 gal) -Pressure test ports with quick connect -Water tank 3400 L (898 gal) -Sound suppression  
 insulation kit -Sight gauges --water --hydraulic oil --filter restriction -Mirrors -Rear water fill -12-volt  
 ports at operator station -Air system -Pressure test ports with quick connect -S.O.S. sampling ports  
 -Auxiliary electro-hydraulic power -package for operational and emergency -functions -Operational

functions: --electro-hydraulic powered canopy and -engine hood lift -Emergency functions: --spring applied brakes releasing --auxiliary services -Air filter restriction electric -indicator -Compressed air lubricator and pressure -regulator unit -On board winterization system -

## **MACHINE SPECIFICATIONS**

PM822 2DA  
MACHINE, PM8 COMMON  
ENGINE, CAT C18  
PLUG, NO WATER FILL PUMP  
VENTILATION SYSTEM  
PUMP, WASHING, HIGH PRESSURE  
CANOPY, FOLDING, HYDRAULIC  
SEAT FULL SIZE SUSPENSION  
DOUBLE CENTER DISPLAY  
INBOARD SKI  
PRODUCT LINK, CELLULAR PLE641  
TANK, FUEL STANDARD  
ROTOR, K STD - 15 MM  
DISCHARGE CONVEYOR, FOLDING  
NO CONVEYOR SWING VALVE  
DUST REDUCTION ADD. (2.2M/88")  
PORT, FILLING, WATER TANK  
SIDE FILL VALVE & PORT  
GUIDE, TELESCOPING STEERING  
HYDR. OIL HYDO ADVANCED 10W  
LIGHT, HAZARD  
LIGHT, TRUCK SIGNAL  
CONTROL, CAT G&S SYSTEM  
SENSOR, SONIC  
DISPLAY, OPTIONAL  
REAR CAMERA  
CONVEYOR CAMERA  
CAMERA, AUX  
PNEUMATIC BIT REMOVAL TOOL  
ROTOR TURNING DEVICE  
CUTTING BIT TRAY

LOW PRESSURE WASH DOWN  
FILM, NORTH AMERICA  
SERIALIZED TECHNICAL MEDIA KIT  
PACK, DOMESTIC TRUCK  
LIGHTS, LED, PERIMETER  
LED lighting system

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<b>TOTAL SALE PRICE</b>	<b>\$779,562.00</b>
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**WARRANTY & COVERAGE**

Standard Warranty:	12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)
Extended Coverage:	PM822-60 MO/7000 HR PREMIER

**F.O.B/TERMS:**  
Denver Central shop



Quote 238119-01

February 23, 2022

**CITY & COUNTY OF DENVER FLEET**

201 W COLFAX DEPT 908  
DENVER, Colorado 80202

Attention: Michael Helgeson

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

Caterpillar Model: **One New** 140 Steering wheel/lever Motor Grader

**Quoted using the SourceWell Caterpillar Contract: #032119-Cat, Expires: 5/13/2023.**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

Andy Kratt  
Sales Representative  
Wagner Equipment Co.

## **Caterpillar Model: 140LVR Motor Grader**

### **STANDARD EQUIPMENT**

**POWERTRAIN** -Air cleaner, dual stage dry type radial -seal with service indicator and -automatic dust ejector -Air-to-air after cooler (ATAAC) -Belt, serpentine, automatic tensioner -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Electronic over-speed protection -Engine, C9 with ACERT technology, diesel -with automatic engine derate and idle -control. EPA/ARB tier 4 final & EU -stage IV certified engine & -aftertreatment -Parking brake, multi-disc, sealed and -oil cooled -Sediment drain, fuel tank -Tandem drive -Transmission, 8 speed forward and -6 speed reverse, power shift, direct -drive -VHP Plus (Variable Horse Power Plus) -

**ELECTRICAL** -Alarm, back-up -Alternator, 150 ampere, sealed -Batteries, maintenance free, heavy -duty, 1125 CCA -Breaker panel -Electrical system, 24 volt -Lights, reversing -Starter, electric

**OPERATOR ENVIRONMENT** -Steering wheel -Air Conditioning with heater -Articulation -Centershift pin indicator -Display, digital speed and gear -Load sensing hydraulic controls: --Right/left blade lift --Circle drive --Center shift --Side shift --Blade tip --Front wheel lean -Doors, left and right side -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM and hydraulic -oil temp, DEF/AdBlue) -Lights, night time cab -Messenger Display --Meter --Hour digital -Mirror -Inside rearview, wide angle -Power port, 12V -Radio ready, entertainment -ROPS cab, 77dB(A) ISO 6394 -Storage area for cooler/lunchbox -Throttle control, electronic -Windows: laminated glass -Fixed front with intermittent wiper -windows: tempered -Left and right side wipers -Rear with intermittent wiper -Cab Storage -

**SAFETY AND SECURITY** -Clutch, circle drive slip -Doors, 2 engine compartment, (two left -hand, two right hand) locking -Doors, 2 service, left and right locking -Ground level engine shutdown -Hammer (emergency exit) -Horn, electric -Seat belt, retractable 3" -Secondary steering -Tandem walkway/guards

**FLUIDS** -Antifreeze -Extended life coolant -35C/-30F

**OTHER STANDARD EQUIPMENT** -Accumulators -brake -dual certified -Drawbar, 6 shoe w/replaceable wear strips -Fluid check, ground level -Fuel tank, 100 gallon (378 L) -Ground level fueling -DEF/AdBlue Tank, 3.3 gallon (12.5 L) -Hydraulic lines for base functions -Pump, hydraulic, high capacity -(100cc / 6 cu in) -Radiator, cleanout access -(both sides with swing doors) -SOS ports - engine -hydraulic --transmission -coolant -fuel -Tool box -Debris guard -

**MACHINE SPECIFICATIONS**

	<b>Cat List Price</b>
140 13A MOTOR GRADER	396,039
MOLDBOARD, 14' BASIC	667
RIPPER-SCARIFIER, REAR	23,615
COLD WEATHER PLUS, TANDEM	3,428
PRECLEANER, SY-KLONE	866
LINK BAR, HYDRAULIC	0
DRAWBAR, TOP ADJUST	0
NO GRADE CONTROL TECHNOLOGY	0
DIGITAL BLADE SLOPE METER	3,428
LOCK OUT, MANUAL	1,549
BASE+5 (RIP,FL,WM,WT,DA1)	10,857
ACCUMULATORS, NO ARO	5,408
STARTER, EXTREME DUTY	471
ROADING LIGHTS W/FOLD DOWN ARM	2,179
CAB, PLUS	2,132
SEAT, CLOTH, HIGH BACK	3,596
MIRRORS, HEATED EXTERNAL	205
PRODUCT LINK, CELLULAR PLE641	0
FAN, STANDARD TANDEM	0
TIRES,14.0R24 MX XGLA2 * G2 MP	12,663
COOLANT (-40C)	0
SERIALIZED TECHNICAL MEDIA KIT	0
DECALS, ENGLISH (US)	0
LOW BAR, HALOGEN, TANDEM	746
LIGHTS, WORK PLUS, HALOGEN	1,197
LIGHTS, SNOW, HALOGEN	355
LIGHTS, CAB ROOF, HALOGEN	0
WARNING STROBE	656
TRANSMISSION, AUTOSHIFT	3,717
CAMERA, REAR VISION	0
RADIO, AM/FM, USB/BLEETOOTH	672
GUARD, TRANSMISSION	3,938
COVERS, UNDER CAB	830
HEATER, ENGINE COOLANT, 120V	285
LIFT GROUP, FRONT MOUNTING	512
TOOTH, STRAIGHT	1,848
SHANKS/TEETH, RIPPER/SCARIFIER	1,626
BLADE, ANGLE SNOW, HYDRAULIC	20,825

LIFT GROUP, HYDRAULIC 1.5"	14,029
<b>Total Cat List including the April 1 price increase</b>	<b>518,337.00</b>
<b>SourceWell discount 30% from Cat list</b>	<b>155,501.00</b>
<b>Allowable sale price from SourceWell</b>	<b>362,836.00</b>

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<b>TOTAL SALE PRICE</b>	<b>\$329,624.00</b>
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**WARRANTY & COVERAGE**

Standard Warranty:	12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)
Extended Coverage:	140_NEW-60 MO/4000 HR POWERTRAIN + HYDRAULICS

**F.O.B/TERMS:**  
Denver Central Shop



Quote 237436-01

February 23, 2022

**CITY & COUNTY OF DENVER**

201 W COLFAX DEPT 908  
DENVER, Colorado 80202

Attention: Donnie Cruz

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

Caterpillar Model: **One New** 914 Compact Wheel Loader

**STOCK NUMBER:** 494058 Estimated arrival April, 2022

**Quoted using SourceWell Pricing and contract. Contract #032119-CAT, Expires 5/13/2023**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

Andy Kratt  
Sales Representative  
Wagner Equipment Co.

## **Caterpillar Model: 914 Compact Wheel Loader**

### **STANDARD EQUIPMENT**

**POWERTRAIN** -Cat C3.6 Engine --Common rail fuel injection --U.S. EPA Tier 4 Final/EU Stage V  
-Caterpillar NOx Reduction System -Fuel: Ultra Low Sulphur Diesel @ <15ppm -Engine Oil: Cj-4  
-Electric fuel pump with 4 micron -filtration -S.O.S port, transmission oil -Hydrostatic transmission  
-Lube for life universal joints -Forward - Neutral - Reverse on joystick -100% locking differentials, on the -fly activation -Air cleaner, radial seal, dual filters -Cooling fan, hydraulic -Intergrated Cyclone pre-cleaner -

**HYDRAULICS** -Two valve, single lever joystick -Diagnostic pressure taps -SOS port, hydraulic oil  
-Hydraulically demand driven cooling fan -Hystat and variable displacement pump -

**ELECTRICAL** -150 Amp alternator -Roading lights -12 volt direct electric starting -Battery disconnect switch

**OPERATOR ENVIRONMENT** -Hydraulic control lever lockout -Electrohydraulic implement controls  
-Gauges -- Engine coolant temperature -- Hydraulic oil temperature -- Fuel level -- Speedometer -- Digital Hour meter -- DEF -Operator warning system indicators: -- Brake charge pressure low -- Engine malfunction -- Park brake applied -- Electrical system voltage flow -- Hydraulic oil filter bypass -- Action indicator -Seat -- adjustable height, backrest, armrest -- Seat belt, retractable  
-Heater/defroster -Wiper/washer (front & rear) -Tinted front glass,laminated -Adjustable steering column -Rear window defrost -Lockable Storage box with cup holder -Internal 12V power source  
-External 12V power source -

**FLUIDS** -Extended life coolant antifreeze -Protected to -36C (-33F) hydraulic oil -Cat Advanced Hydo 10 -

**OTHER STANDARD EQUIPMENT** -Parallel lift, Optimised Z-Bar loader -Fenders, front and rear  
-Engine enclosure - lockable -Recovery hitch -Vandalism protection - locked service -points  
-REGIONAL STANDARDS(as required) -Chocks -bucket tooth or edge guard -Decals, roading speed -Reflectors, roading -Camara, rear view -Beacon -

**MACHINE SPECIFICATIONS****Cat List Price**

914 14A WHEEL LOADER	148,512
LANE 2 ORDER	
ENGINE	
POWERTRAIN, HI RIMPULL, 24MPH	4,946
FAN, DEMAND	0
HYDRAULICS, 3V/1L, STD LIFT	2,504
COUPLER, STD LIFT, IT	2,373
LIGHTS, ROADING, RH DIP, LED	1,234
CAB, DELUXE, SINGLE BRAKE	8,747
SEAT, DELUXE	893
SEAT BELT, RETRACTABLE 3"	164
RIDE CONTROL	3,806
CAMERA, REAR VIEW	1,769
HEATER AND AIR CONDITIONER	4,814
SECURITY SYSTEM, MACHINE	1,187
PRODUCT LINK, CELLULAR, PL243	0
TIRES, 17.5 R25, MX, L2 XTLA	3,187
FENDERS, STANDARD	482
KICKOUT,	1,496
COUNTERWEIGHT, 1973 LBS	0
ARCTIC WEATHER PACKAGE, 120V	1,197
HYDRAULIC OIL, STANDARD	1,307
INSTRUCTIONS, ANSI	0
SERIALIZED TECHNICAL MEDIA KIT	0
LIGHTS, STD, LED	945
WORKTOOL, WIRING	415
ALARM, BACK-UP	227
LIMITER, AXLE OSCILLATION	108
RADIO, AM/FM, BT/USB/AUX/MIC	635
BLIND, REAR, PERFORATED	352
BUCKET-GP, 2.0 YD3, IT, BOCE	6,540
RUST PREVENTATIVE APPLICATOR	128
RORO W/RIMS W/TIRES.	366
JUMPER HOSE, 3V	672

<b>Total list including Cat's 5%, April price increase</b>	<b>\$199,005.00</b>
<b>Less SourceWell Discount 23% from list price</b>	<b>( 45,771.00)</b>
<b>Total allowable Sales Price from SourceWell</b>	<b>\$153,234.00</b>

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<b>TOTAL SALES PRICE</b>	<b>\$149,857.00</b>
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**OPTIONS:**  
Dymax Hydraulic Adjustable Forks, 60 inch tine with 60 inch carriage, Quick coupler compatible  
Add, \$10,939.00  
Dymax 2.0 CYD grapple bucket, Quick coupler compatible, Add \$24,311.00  
Total with the above options \$185,107.00

**WARRANTY & COVERAGE**  
Standard Warranty: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)  
Extended Coverage: 914-48 MO/3000 HR PREMIER

**F.O.B/TERMS:**  
Denver Central Shop



Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Warranty information for PM822 Cold Planner

Delivery Service Record

Comprobante Del Servicio De Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
E250	PM822	To Be Determined	0	To Be Determined	To Be Determined

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No.	Mfr. & Model or Part No.	Mfr. & Model or Part No.	Mfr. & Model or Part No.
Fabricante y Modelo o N/P	Fabricante y Modelo o N/P	Fabricante y Modelo o N/P	Fabricante y Modelo o N/P
Serial No.	Serial No.	Serial No.	Serial No.
N/S	N/S	N/S	N/S

Customer Name (Please Print) ~~Jennifer Clark~~ - CITY & COUNTY OF DENVER

Nombre del Cliente (con letra de imprenta)

Full Mailing Address 201 W COLFAX DEPT 908 DENVER, CO 80202

Dirección Completa

Country USA  
Pais

Delivery service on this machine has been completed, including the following items. Check (✓) when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes. Marque (✓) cada punto que complete.

- ☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.  
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- ☐ 3. Parts Book delivered with machine.  
Se entregó con la máquina el Catálogo de Piezas.
- ☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.  
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio conservación, ajustes y nivel de fluido.
- ☐ 4. All items on Delivery Checklist have been completed.  
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forms 01-085314-03).

User's Signature

Firma del usuario

Dir. Rep. Signature

Firma del representante del distribuidor

WHITE COPY-DEALER  
COPIA BLANCA-Distribuidor

CANARY COPY-CAT. WARRANTY & DATA  
COPIA AMARILLO CLARO-Warranty & Data

GREEN COPY-DEALER BRANCH  
COPIA VERDE-Sucursual del distribuidor

PINK COPY-USER  
COPIA ROSADA-Usuario

EXTENDED WARRANTY OPTIONS

**PREMIER** (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

**ENGINE RELATED**

Governor/Speed Limiter  
Fuel Injection Lines

**STEERING & SUSPENSION**

Power Steering Logic Module  
Steering Linkage  
Suspension Control & Control Valve  
Suspension Cylinder

**ELECTRONICS**

Cat Grade Control  
Product Link™  
Traction Control System  
Protection Devices & Alarms  
Speed Sensors

**BRAKING**

Cylinder Head Assembly  
Control Valves  
Accumulator  
Parking Brake

**CAB**

Steering Column  
Gauges/Indicators/Instruments  
Circuit Board  
Wiring Harness/Switches  
Relays/Circuit Breakers  
Fuse/Circuit Breaker Panel

**EQUIPMENT  
PROTECTION PLAN:  
EXCLUSIONS**

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repairs, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and/or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental/consequential damages or costs incurred as a result of a covered component failure
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, visit us today.

**POWERTRAIN + HYDRAULICS + TECHNOLOGY** (includes all Powertrain and Powertrain + Hydraulics components listed below)

**CAT CONNECT TECHNOLOGY COMPONENTS – COMPACT, GRADE, PAYLOAD, LINK**

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays  
Monitors  
Sensors  
Cables/Harness Wiring  
Engine Control Module (ECM)

GNSS Antennas  
GNSS Receivers  
Inertial Measurement Unit  
Laser Catcher/Receiver  
Satellite Receiver

Position Sensing Cylinders  
Integrated Joystick Buttons/Controls  
Software  
Status Lights  
Load Lights

VIMS (Vital Information Management System)  
Asset Control System  
Product Link System Cellular and Satellite Global Positioning System

**POWERTRAIN + HYDRAULICS** (includes all Powertrain components listed below)

**STEERING & IMPLEMENT CONTROLS**

Hydraulic Pumps  
Hydraulic Motors  
Hydraulic Cylinders

Hydraulic Valves  
Hydraulic Accumulators  
Hydraulic Lines  
Hydraulic Hoses  
Electronic Controls  
-Implement & Steering

Joystick  
Pilot Control Valve  
Hydraulic Tank  
Hydraulic Oil Filter Base  
Hydraulic Swivel

Hydraulic Oil Temp Sensor  
Hydraulic Oil Cooler  
Transmission Oil Lines  
Drive Train Oil Lines  
Steering Gear & Valve

**POWERTRAIN**

**ENGINE**

Fan & Fan Drive  
Hydraulic Fan Motor  
Jacket Water Pump, Drive Group  
Thermostat/Regulator  
Timing/Accessory Gears  
Timing Chain/Belt  
Engine Oil Cooler  
Engine Oil Pump  
Engine Oil Pan Group  
Engine Oil Filter Housing/Base  
Cylinder Block  
Cylinder Head Casting  
Crankshaft Main & Rod Bearings  
Piston & Connecting Rod

Pistons & Piston Rings  
Camshaft & Camshaft Bearing  
Inlet/Exhaust Valve  
Push Rod & Balancer  
Rocker Arm & Rocker Shaft Assembly  
Valve Cover & Base  
Valve Spring  
Valve Guide  
Flywheel  
Air Line/Pipe  
Aftercooler Group  
Turbocharger  
Manifolds, Inlet & Exhaust

Fuel Pump  
Governor  
Fuel Injection Pump  
Fuel Transfer Pump  
Solenoids/Sensors  
Electronic Control Module (ECM)

**TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE**

Transmission Case  
Transmission Gears  
Transmission Shaft  
Transmission Hydraulic Control  
Transmission Electronic Control

Transmissions Oil Pump  
Transmissions Oil Filter Base  
Torque Converter  
Transfer Gear Group

**DRIVE TRAIN**

Differential Case  
Differential Steering Components  
Axle Housing Assembly  
Axle Shaft  
Drive Axle  
Final Drive Case/Bore  
Final Drive Gears  
Universal Joint

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

☐ EXTENDED WARRANTY POWERTRAIN

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

☐ EXTENDED WARRANTY POWERTRAIN + HYDRAULICS

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

☐ EXTENDED WARRANTY POWERTRAIN + HYDRAULICS + TECH

5 YRS / 7000 HRS

☒ EXTENDED WARRANTY PREMIER

☒ STANDARD WARRANTY PREMIER

If Extended warranty is selected, it represents the total years/hours of coverage that begins on the initial date of delivery to the first owner.

Extended warranty automatically begins when Standard Premier warranty expires.

Standard Premier Warranty is 1 Year / unlimited hours.

## CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and Caterpillar Inc. ("Caterpillar") are pleased to explain the emission control system warranty on your 2011 and later engine. In California, new off-road engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. Caterpillar must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine. Caterpillar must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine.

Your emission control system may include parts such as fuel-injection system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, Caterpillar will repair your heavy-duty off-road engine at no cost to you including diagnosis, parts, and labor.

### MANUFACTURER'S WARRANTY COVERAGE:

The 2011 and later heavy-duty off-road engines are warranted for the warranty period set forth below. If any emission-related part on your engine is defective, the part will be repaired or replaced by Caterpillar.

### OWNER'S WARRANTY RESPONSIBILITIES:

- As the off-road engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Caterpillar recommends that you retain all receipts covering maintenance on your off-road engine, but Caterpillar cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- As the off-road engine owner, you should however be aware that Caterpillar may deny you warranty coverage if your off-road engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.
- Your engine is designed to operate on diesel fuel only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements.
- You are responsible for initiating the warranty process. The ARB suggests that you present your off-road engine to a Caterpillar dealer as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible.

If you have any questions regarding your warranty rights and responsibilities, you should contact Caterpillar Inc., Warranty Manager at 1-308-676-1000.

### Emission Control Warranty for California

Caterpillar Inc. (Caterpillar) warrants to the ultimate purchaser and each subsequent purchaser that new nonroad diesel engines (including Tier 1 and Tier 2 marine propulsion engines < 37 kW and Tier 1 through Tier 4 marine auxiliary engines < 37 kW, but excluding locomotive and other marine engine) operated and serviced in California, including all parts of their emission control system ("emission related components"), are:

1. Designed, built, and equipped so as to conform, at the time of sale, to all applicable regulations adopted by the California Air Resources Board (ARB).
2. Free from defects in materials and workmanship which cause the failure of an emission related component to be identical in all material respects to the component described in Caterpillar's application for certification for the warranty period.

### Warranty Period

The warranty period shall be the period of years or hours of operation specified in the following table, whichever occurs first, after the date of delivery to the ultimate purchaser:

If your engine is certified as:	And its maximum power is:	And its rated speed is:	Then its warranty period is (whichever occurs first):
Variable speed or constant speed	kW < 19	Any speed	1,500 hours or two years
Constant speed	19 < kW < 37	3,000 rpm or higher	1,500 hours or two years
Constant speed	19 < kW < 37	Less than 3,000 rpm	3,000 hours or five years
Variable speed	19 < kW < 37	Any speed	3,000 hours or five years
Variable speed or constant speed	kW > 37	Any speed	3,000 hours or five years

Any warranted part that is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part.

Any part repaired or replaced under warranty is warranted for the remainder of the warranty period.

### Warranty Coverage

This Emission Control Warranty covers:

- All components whose failure would increase the engine's emissions of any pollutant, including:
  - Fuel Metering System
    - Fuel injection system
  - Air Induction System
    - Controlled hot air intake system
    - Intake manifold
    - Turbocharger systems
    - Charge air cooling systems
  - Exhaust Gas Recirculation (EGR) System
    - EGR valve body
    - EGR rate feedback and control system
  - Catalyst or Thermal Reactor System
    - Catalytic converter
    - Exhaust manifold
  - Particulate Controls
    - Traps, filters, precipitators, and any other device used to capture particulate emissions
    - Regenerators, oxidizers, fuel additive devices, and any other device used to regenerate or aid in the regeneration of the particulate control device
    - Control device enclosures and manifolding
    - Smoke Puff Limiters
  - Advanced Oxides of Nitrogen (NOx) Controls
    - Selective Catalyst Reduction
    - Reductant (urea/fuel) containers/dispensing systems

- Positive Crankcase Ventilation (PCV) System
  - PCV valve
  - Oil filler cap
- Miscellaneous Items Used in Above Systems
  - Vacuum, temperature, and time sensitive valves and switches
  - Electronic control units, sensors, solenoids, and wiring harnesses
  - Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
  - Pulleys, belts and idlers
  - Emission control information labels
  - Any other part with the primary purpose of reducing emissions or that can increase emissions during failure without significantly degrading engine performance
- Components from any other system developed to control emissions
- Damages to other engine components caused by a failure under warranty of any warranted part.

This Emission Control Warranty does not cover components whose failure would not increase the engine's emissions of any pollutant.

### Caterpillar Responsibilities

During the warranty period, if a defect in materials or workmanship is found which causes the failure of an emission related component to be identical in all material respects to the component as described in Caterpillar's application for certification, Caterpillar will provide the following at no charge through a Cat dealer or other source approved by Caterpillar:

- New, remanufactured, or repaired components (at Caterpillar's choice) required to correct the defect. Note: emission related components replaced under warranty become the property of Caterpillar.
- Reasonable or customary labor, during normal working hours, needed to correct the defect, including labor for removal and installation when necessary to make the repair

In an emergency, repairs may be performed at any service establishment, or by the user. Caterpillar will reimburse the user for their expenses including diagnostic charges for such emergency repair. These expenses shall not exceed Caterpillar's suggested retail price for all warranted emission related components replaced, and labor charges based on Caterpillar's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. An emission related component not being available within 30 days or a repair not being complete within 30 days constitutes an emergency.

### User Responsibilities

During the warranty period the user is responsible for the following:

- Providing proof of delivery date to the ultimate purchaser
- Parts shipping charges in excess of those that are usual and customary.
- Premium or overtime labor costs.
- Local taxes, if applicable.
- Costs to investigate complaints which are not caused by a defect in Caterpillar material or workmanship.
- Providing timely notice of a warrantable failure and promptly making the product available for repair. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- Presenting replaced emission related components and validated invoices at a place of business of a Cat dealer or other source approved by Caterpillar, as a condition of reimbursement.
- Proper maintenance of the engine, at the owner's expense, including all recommended maintenance and fluid changes at scheduled intervals, and use of proper fuel, oil, lubricants, coolant, and filters. Caterpillar recommends that you retain all receipts and records covering the maintenance on your engine, but cannot deny warranty solely for the lack of receipts and records or for your failure to ensure the performance of all scheduled maintenance.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any off-road engine repair establishment or individual using certified off-road engine parts. The user should ensure that such parts are equivalent in design and durability to genuine Cat parts. Use of non-genuine Cat parts does not invalidate the warranty. However, Caterpillar is not liable for parts that are not genuine Cat parts.

### Limitations

In addition to any other limitations stated herein, Caterpillar is not responsible for failures of emission related components due to:

- Any use or installation that Caterpillar judges improper
- Attachments, systems, accessories, components or parts not sold nor approved by Caterpillar
- The use of add-on or modified parts that are not exempted by the ARB.
- Abuse, neglect, vandalism, or improper engine maintenance or repair, including the installation of parts or assembled components in contaminated systems.
- Fire, accident, acts of God or other events beyond the control of Caterpillar
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repairs or adjustments and unauthorized fuel setting changes.

Caterpillar is not responsible for damages to parts, fixtures, housings, attachments, and accessory items that are not part of the engine (including any products of other manufacturers packaged and sold by Caterpillar).

This warranty is in addition to Caterpillar's standard warranty, applicable to the off-road diesel engine product involved.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### Customer Assistance

Caterpillar aims to ensure that the Emission Control Systems Warranty is properly administered. In the event that you do not receive the warrantably service to which you believe you are entitled under the Emission Control Systems Warranty, write: Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

### Federal Emission Control Warranty

Caterpillar Inc. (Caterpillar) warrants to the ultimate purchaser and each subsequent purchaser that new nonroad diesel engines and stationary diesel engines less than 10 liters per cylinder (including Tier 1 and Tier 2 marine engines < 37 kW, but excluding locomotive and other marine engines) operated and serviced in the United States and Canada, including all parts of their emission control systems ("emission related components"), are:

1. Designed, built, and equipped so as to conform, at the time of sale, with applicable emission standards prescribed by the United States Environmental Protection Agency (EPA) by way of regulation.
2. Free from defects in materials and workmanship in emission related components that can cause the engine to fail to conform to applicable emission standards for the warranty period.

### Warranty Period

The warranty period shall be the period of years or hours of operation specified in the following table, whichever occurs first, after the engine is first placed into service.

If your engine is certified as:	And its maximum power is:	And its rated speed is:	Then its warranty period is (whichever occurs first):
Variable speed or constant speed	kW < 19	Any speed	1,500 hours or two years
Constant speed	19 < kW < 37	3,000 rpm or higher	1,500 hours or two years
Constant speed	19 < kW < 37	Less than 3,000 rpm	3,000 hours or five years
Variable speed	19 < kW < 37	Any speed	3,000 hours or five years
Variable speed or constant speed	kW > 37	Any speed	3,000 hours or five years

Any warranted part that is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part.

Any part repaired or replaced under warranty is warranted for the remainder of the warranty period.

### Warranty Coverage

This Emission Control Warranty covers:

- All components whose failure would increase the engine's emissions of any pollutant, including any engine parts related to the following systems:
  1. Air-induction system
  2. Fuel system
  3. Ignition system
  4. Exhaust gas recirculation systems
- The following parts are also covered:
  1. Aftertreatment devices
  2. Crankcase ventilation valves
  3. Sensors
  4. Electronic control units
- Components whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine performance.
- Components from any other system developed to control emissions.

This Emission Control Warranty does not cover components whose failure would not increase the engine's emissions of any pollutant.

### Caterpillar Responsibilities

During the warranty period, if a defect in materials or workmanship is found in an emission related component that can cause the engine to fail to conform to applicable emission standards, Caterpillar will provide the following at no charge through a Cat dealer or other source approved by Caterpillar:

- New, remanufactured, or repaired components (at Caterpillar's choice) required to correct the defect. Note: emission related components replaced under warranty become the property of Caterpillar.
- Reasonable or customary labor, during normal working hours, needed to correct the defect, including labor for removal and installation when necessary to make the repair.

In an emergency, repairs may be performed at any service establishment, or by the user. Caterpillar will reimburse the user for their expenses including diagnostic charges for such emergency repair. These expenses shall not exceed Caterpillar's suggested retail price for all warranted emission related components replaced, and labor charges based on Caterpillar's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. An emission related component not being available within 30 days or a repair not being complete within 30 days constitutes an emergency.

### User Responsibilities

During the warranty period the user is responsible for the following:

- Providing proof of date the engine was first placed into service.
- Parts shipping charges in excess of those that are usual and customary.
- Premium or overtime labor costs.
- Local taxes, if applicable.
- Costs to investigate complaints which are not caused by a defect in Caterpillar material or workmanship.
- Providing timely notice of a warrantable failure and promptly making the product available for repair. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- Presenting replaced emission related components and validated invoices at a place of business of a Cat dealer or other source approved by Caterpillar, as a condition of reimbursement.
- Proper maintenance of the engine, at the owner's expense, including all recommended maintenance and fluid changes at scheduled intervals, and use of proper fuel, oil, lubricants, coolant, and filters. Caterpillar recommends that you retain all receipts and records covering the maintenance on your engine, but cannot deny warranty solely for the lack of receipts and records or for your failure to ensure the performance of all scheduled maintenance.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any nonroad engine repair establishment or individual using certified nonroad engine parts. The user should ensure that such parts are equivalent in design and durability to genuine Cat parts. Use of non-genuine Cat parts does not invalidate the warranty. However, Caterpillar is not liable for parts that are not genuine Cat parts.

### Limitations

In addition to any other limitations stated herein, Caterpillar is not responsible for failures of emission related components due to:

- Any use or installation that Caterpillar judges improper.
- Attachments, systems, accessories, components or parts not sold nor approved by Caterpillar.
- Abuse, neglect, vandalism, or improper engine maintenance or repair, including the installation of parts or assembled components in contaminated systems.
- Fire, accident, acts of God or other events beyond the control of Caterpillar.
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repairs or adjustments and unauthorized fuel setting changes.

Caterpillar is not responsible for damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine (including any products of other manufacturers packaged and sold by Caterpillar).

This Emission Control Warranty is in addition to Caterpillar's standard warranty, applicable to the nonroad or stationary diesel engine product involved. Caterpillar is not responsible for damages to other engine components caused by a failure of an emission related component, unless otherwise covered by standard warranty.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### Customer Assistance

Caterpillar aims to ensure that the Emission Control Warranty is properly administered. In the event that you do not receive the warranty service to which you believe you are entitled under the Emission Control Warranty, write: Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Authorized dealers are recommended for maintenance and repair work as they are staffed with trained personnel, proper tools, and are aware of the latest maintenance methods and procedures. Owners and others who desire to perform their own work should obtain current service information from their Cat dealer.

Effective with sales to the first user on or after June 1, 2013

# CATERPILLAR LIMITED WARRANTY

## For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

### Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Hydraulic Rock Drill / Drifter sold on Track Drills, the warranty period is 12 months/1000 hours, whichever occurs first, starting from the date of delivery to the first user.

### Caterpillar Responsibilities

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

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.

- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal and installation is the user's responsibility.

### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after April 1, 2008

# CATERPILLAR LIMITED WARRANTY

## Ground Engaging Tools

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following Ground Engaging Tools (and every major component thereof) sold by it against breakage.

This warranty does not apply to the Caterpillar Large Mining (LM) Series, which consists of Mining Series Adapters (MSA), Mining Series Retention (MSR) and Mining Series Tips (MST) products. These products are covered by other Caterpillar warranties.

This warranty is applicable after the expiration of any standard machine or parts warranty to:

- Tips and adapters used on buckets, rippers and scrapers
- End bits and router bits
- Side cutters and sidebar protectors
- Uni-tooth components
- Modulok and HD Mining System components
- MEGS (Mining Edge Guard System) components
- Mechanically-attached adapter systems and wear plates
- Lip Protection System components
- Base edge assemblies, bolt-on flat plate or half arrow segments and cutting edges (except high carbon motor grader cutting edges)
- Ripper shank protectors and multi-piece ripper protectors
- Scarifier tips
- Compactor feet

- Landfill compactor tips and chopper blades (an additional warranty applies to Landfill Compactor Tips)

- Bolt-on wear plates and sole plates

- Loader bucket cutting edge corner components

- Grader Bit and Mining Bit adapters

- Grader Bit, Mining Bit assemblies and tungsten carbide motor grader cutting edges (except for carbide element)

- Percussive drill products

This warranty also covers the parent material of the Ground Engaging Tools covered if Caterpillar-sourced Abrasion-Resistant Material (ARM) has been applied by a Caterpillar dealer.

This warranty is subject to the following:

#### Warranty Period

The warranty period is not limited by time and is applicable throughout the useful life of the Ground Engaging Tools covered.

#### Caterpillar Responsibilities

If a breakage occurs during normal operation, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

#### User Responsibilities

The user is responsible for:

- Labor (including welding) and hardware costs associated with removal and installation.
- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from breakage of Ground Engaging Tools due to worn mating components or those that have been hardfaced or improperly welded.
- Failures resulting from attachments of competitive parts to Caterpillar components.
- Failures resulting in cracks in the ARM weld and chipping of hard particles out of the weld. This is not considered "breakage" under the terms of this warranty.
- Failures resulting from abuse, neglect and/or improper repair.

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*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after January 1, 2010

# CATERPILLAR LIMITED WARRANTY BATTERY

## Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new batteries sold by it (excluding Caterpillar Brazil Limited dealers) to be free from failures caused by defects in material and workmanship.

This warranty is subject to the following:

The warranty period is identified in the following table, starting from the date of battery sale or product delivery to the first user.

Application	Battery Type			
	Premium, High Output (PHO)		General Service Line	
	Warranty Period	Free Replacement Period	Warranty Period	Free Replacement Period
On-Highway vehicles up to 680 kilograms (3/4-ton) capacity with engine-driven charging systems.	72 Months	24 Months	72 Months	18 Months
On-Highway vehicles over 680 kilograms (3/4-ton) capacity with engine-driven charging systems	36 Months	24 Months	30 Months	12 Months
Earthmoving, construction, materials handling, paving and off-highway equipment, agricultural, industrial engine, electric power generation and marine products with engine-driven charging systems. Electric power generation standby applications with separate charging systems (except with respect to the Battery Council International (BCI) Group size 4D, 8D, and 31 batteries used in these applications)*	36 Months	18 Months	24 Months	12 Months
*For BCI group size 4D, 8D, and 31 batteries used in the above applications.	*36 Months	*12 Months	*24 Months	*12 Months
For Uninterruptible Power Supply (UPS) and electric power generation standby applications with separate charging systems (with respect to valve-regulated AGM (Absorbed Glass Mat) batteries).	N/A	N/A	60 Months	12 Months
For deep cycle applications or applications without constant battery charging systems (i.e., auxiliary batteries for marine pleasure craft or recreational vehicles; electric trolling motor or golf cart applications which use batteries as their motive power; lawn garden applications, etc.).	3 Months (All BCI Group sizes except GP31 Deep Cycle) 30 Months (BCI GP 31 Deep Cycle Batteries)	3 Months	For BCI group sizes U-1R, U-1, 8V and GC-2: 18 Months For BCI Group sizes 24M and 27M: 30 Months And all other BCI groups sizes: 3 Months	3 Months

(continued on reverse side...)

**Caterpillar Responsibilities**

- Within the periods stated in the table under "Free Replacement Period," Caterpillar will replace a battery, which it finds to be defective in material or workmanship with a new comparable battery at no cost to the user. After the "Free Replacement Period" has expired, the user cost is determined by the following formula:

$$\frac{\text{Current Consumer's Battery Price} - \text{Months of Service}}{\text{Months in Warranty Period}} = \text{User Cost}$$

- This warranty will be honored upon return of the battery, during normal working hours, to a Caterpillar dealer or other source approved by Caterpillar.

**User Responsibilities**

The user is responsible for:

- Providing proof of the date of battery sale or product delivery date to the first user.
- Taxes, installation, or transportation costs, which may result from replacement, are not included in this warranty.
- Expense identified as user cost under "Caterpillar Responsibilities".
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance.

**Limitations**

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.



Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Warranty information for 140 Steering wheel/lever Motor Grader

Delivery Service Record

Comprobante Del Servicio De Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
E250	140	To Be Determined	0	To Be Determined	To Be Determined

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC. ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) Jennifer Clark - CITY & COUNTY OF DENVER

Nombre del Cliente (con letra de imprenta)

Full Mailing Address 201 W COLFAX DEPT 908 DENVER, CO 80202

Dirección Completa

Country USA  
Pais

Delivery service on this machine has been completed, including the following items. Check (✓) when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes. Marque (✓) cada punto que complete.

- ☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.  
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- ☐ 3. Parts Book delivered with machine.  
Se entregó con la máquina el Catálogo de Piezas.
- ☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.  
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio conservación, ajustes y nivel de fluido.
- ☐ 4. All items on Delivery Checklist have been completed.  
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forms 01-085314-03).

User's Signature

Firma del usuario

Dir. Rep. Signature

Firma del representante del distribuidor

WHITE COPY-DEALER COPIA BLANCA-Distribuidor CANARY COPY-CAT. WARRANTY & DATA COPIA AMARILLO CLARO-Warranty & Data GREEN COPY-DEALER BRANCH COPIA VERDE-Sucursual del distribuidor PINK COPY-USER COPIA ROSADA-Usuario

EXTENDED WARRANTY OPTIONS

**PREMIER** (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

**ENGINE RELATED**

Governor/Speed Limiter  
Fuel Injection Lines

**STEERING & SUSPENSION**

Power Steering Logic Module  
Steering Linkage  
Suspension Control & Control Valve  
Suspension Cylinder

**ELECTRONICS**

Cat Grade Control  
Product Link™  
Traction Control System  
Protection Devices & Alarms  
Speed Sensors

**BRAKING**

Cylinder Head Assembly  
Control Valves  
Accumulator  
Parking Brake

**CAB**

Steering Column  
Gauges/Indicators/Instruments  
Circuit Board  
Wiring Harness/Switches  
Relays/Circuit Breakers  
Fuse/Circuit Breaker Panel

**EQUIPMENT PROTECTION PLAN: EXCLUSIONS**

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repairs, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and/or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental/consequential damages or costs incurred as a result of a covered component failure
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, visit us today.

**POWERTRAIN + HYDRAULICS + TECHNOLOGY** (includes all Powertrain and Powertrain + Hydraulics components listed below)

**CAT CONNECT TECHNOLOGY COMPONENTS – COMPACT, GRADE, PAYLOAD, LINK**

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays  
Monitors  
Sensors  
Cables/Harness Wiring  
Engine Control Module (ECM)

GNSS Antennas  
GNSS Receivers  
Inertial Measurement Unit  
Laser Catcher/Receiver  
Satellite Receiver

Position Sensing Cylinders  
Integrated Joystick Buttons/Controls  
Software  
Status Lights  
Load Lights

VIMS (Vital Information Management System)  
Asset Control System  
Product Link System Cellular and Satellite Global Positioning System

**POWERTRAIN + HYDRAULICS** (includes all Powertrain components listed below)

**STEERING & IMPLEMENT CONTROLS**

Hydraulic Pumps  
Hydraulic Motors  
Hydraulic Cylinders

Hydraulic Valves  
Hydraulic Accumulators  
Hydraulic Lines  
Hydraulic Hoses  
Electronic Controls  
-Implement & Steering

Joystick  
Pilot Control Valve  
Hydraulic Tank  
Hydraulic Oil Filter Base  
Hydraulic Swivel

Hydraulic Oil Temp Sensor  
Hydraulic Oil Cooler  
Transmission Oil Lines  
Drive Train Oil Lines  
Steering Gear & Valve

**POWERTRAIN**

**ENGINE**

Fan & Fan Drive  
Hydraulic Fan Motor  
Jacket Water Pump, Drive Group  
Thermostat/Regulator  
Timing/Accessory Gears  
Timing Chain/Belt  
Engine Oil Cooler  
Engine Oil Pump  
Engine Oil Pan Group  
Engine Oil Filter Housing/Base  
Cylinder Block  
Cylinder Head Casting  
Crankshaft Main & Rod Bearings  
Piston & Connecting Rod

Pistons & Piston Rings  
Camshaft & Camshaft Bearing  
Inlet/Exhaust Valve  
Push Rod & Balancer  
Rocker Arm & Rocker Shaft Assembly  
Valve Cover & Base  
Valve Spring  
Valve Guide  
Flywheel  
Air Line/Pipe  
Aftercooler Group  
Turbocharger  
Manifolds, Inlet & Exhaust

Fuel Pump  
Governor  
Fuel Injection Pump  
Fuel Transfer Pump  
Solenoids/Sensors  
Electronic Control Module (ECM)

**TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE**

Transmission Case  
Transmission Gears  
Transmission Shaft  
Transmission Hydraulic Control  
Transmission Electronic Control

Transmissions Oil Pump  
Transmissions Oil Filter Base  
Torque Converter  
Transfer Gear Group

**DRIVE TRAIN**

Differential Case  
Differential Steering Components  
Axle Housing Assembly  
Axle Shaft  
Drive Axle  
Final Drive Gears/Bore  
Final Drive Gears  
Universal Joint

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

5 YRS / 4000 HRS

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

☐ EXTENDED WARRANTY POWERTRAIN

☒ EXTENDED WARRANTY POWERTRAIN + HYDRAULICS

☐ EXTENDED WARRANTY POWERTRAIN + HYDRAULICS + TECH

☐ EXTENDED WARRANTY PREMIER

☒ STANDARD WARRANTY PREMIER

If Extended warranty is selected, it represents the total years/hours of coverage that begins on the initial date of delivery to the first owner.

Extended warranty automatically begins when Standard Premier warranty expires.

Standard Premier Warranty is 1 Year / unlimited hours.

## CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and Caterpillar Inc. ("Caterpillar") are pleased to explain the emission control system warranty on your 2011 and later engine. In California, new off-road engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. Caterpillar must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine. Caterpillar must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine.

Your emission control system may include parts such as fuel-injection system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, Caterpillar will repair your heavy-duty off-road engine at no cost to you including diagnosis, parts, and labor.

### MANUFACTURER'S WARRANTY COVERAGE:

The 2011 and later heavy-duty off-road engines are warranted for the warranty period set forth below. If any emission-related part on your engine is defective, the part will be repaired or replaced by Caterpillar.

### OWNER'S WARRANTY RESPONSIBILITIES:

- As the off-road engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Caterpillar recommends that you retain all receipts covering maintenance on your off-road engine, but Caterpillar cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- As the off-road engine owner, you should however be aware that Caterpillar may deny you warranty coverage if your off-road engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.
- Your engine is designed to operate on diesel fuel only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements.
- You are responsible for initiating the warranty process. The ARB suggests that you present your off-road engine to a Caterpillar dealer as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible.

If you have any questions regarding your warranty rights and responsibilities, you should contact Caterpillar Inc., Warranty Manager at 1-308-676-1000.

### Emission Control Warranty for California

Caterpillar Inc. (Caterpillar) warrants to the ultimate purchaser and each subsequent purchaser that new nonroad diesel engines (including Tier 1 and Tier 2 marine propulsion engines < 37 kW and Tier 1 through Tier 4 marine auxiliary engines < 37 kW, but excluding locomotive and other marine engine) operated and serviced in California, including all parts of their emission control system ("emission related components"), are:

1. Designed, built, and equipped so as to conform, at the time of sale, to all applicable regulations adopted by the California Air Resources Board (ARB).
2. Free from defects in materials and workmanship which cause the failure of an emission related component to be identical in all material respects to the component described in Caterpillar's application for certification for the warranty period.

### Warranty Period

The warranty period shall be the period of years or hours of operation specified in the following table, whichever occurs first, after the date of delivery to the ultimate purchaser:

If your engine is certified as:	And its maximum power is:	And its rated speed is:	Then its warranty period is (whichever occurs first):
Variable speed or constant speed	kW < 19	Any speed	1,500 hours or two years
Constant speed	19 < kW < 37	3,000 rpm or higher	1,500 hours or two years
Constant speed	19 < kW < 37	Less than 3,000 rpm	3,000 hours or five years
Variable speed	19 < kW < 37	Any speed	3,000 hours or five years
Variable speed or constant speed	kW > 37	Any speed	3,000 hours or five years

Any warranted part that is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part.

Any part repaired or replaced under warranty is warranted for the remainder of the warranty period.

### Warranty Coverage

This Emission Control Warranty covers:

- All components whose failure would increase the engine's emissions of any pollutant, including:
  - Fuel Metering System
    - Fuel injection system
  - Air Induction System
    - Controlled hot air intake system
    - Intake manifold
    - Turbocharger systems
    - Charge air cooling systems
  - Exhaust Gas Recirculation (EGR) System
    - EGR valve body
    - EGR rate feedback and control system
  - Catalyst or Thermal Reactor System
    - Catalytic converter
    - Exhaust manifold
  - Particulate Controls
    - Traps, filters, precipitators, and any other device used to capture particulate emissions
    - Regenerators, oxidizers, fuel additive devices, and any other device used to regenerate or aid in the regeneration of the particulate control device
    - Control device enclosures and manifolding
    - Smoke Puff Limiters
  - Advanced Oxides of Nitrogen (NOx) Controls
    - Selective Catalyst Reduction
    - Reductant (urea/fuel) containers/dispensing systems

- Positive Crankcase Ventilation (PCV) System
  - PCV valve
  - Oil filler cap
- Miscellaneous Items Used in Above Systems
  - Vacuum, temperature, and time sensitive valves and switches
  - Electronic control units, sensors, solenoids, and wiring harnesses
  - Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
  - Pulleys, belts and idlers
  - Emission control information labels
  - Any other part with the primary purpose of reducing emissions or that can increase emissions during failure without significantly degrading engine performance
- Components from any other system developed to control emissions
- Damages to other engine components caused by a failure under warranty of any warranted part.

This Emission Control Warranty does not cover components whose failure would not increase the engine's emissions of any pollutant.

### Caterpillar Responsibilities

During the warranty period, if a defect in materials or workmanship is found which causes the failure of an emission related component to be identical in all material respects to the component as described in Caterpillar's application for certification, Caterpillar will provide the following at no charge through a Cat dealer or other source approved by Caterpillar:

- New, remanufactured, or repaired components (at Caterpillar's choice) required to correct the defect. Note: emission related components replaced under warranty become the property of Caterpillar.
- Reasonable or customary labor, during normal working hours, needed to correct the defect, including labor for removal and installation when necessary to make the repair

In an emergency, repairs may be performed at any service establishment, or by the user. Caterpillar will reimburse the user for their expenses including diagnostic charges for such emergency repair. These expenses shall not exceed Caterpillar's suggested retail price for all warranted emission related components replaced, and labor charges based on Caterpillar's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. An emission related component not being available within 30 days or a repair not being complete within 30 days constitutes an emergency.

### User Responsibilities

During the warranty period the user is responsible for the following:

- Providing proof of delivery date to the ultimate purchaser
- Parts shipping charges in excess of those that are usual and customary.
- Premium or overtime labor costs.
- Local taxes, if applicable.
- Costs to investigate complaints which are not caused by a defect in Caterpillar material or workmanship.
- Providing timely notice of a warrantable failure and promptly making the product available for repair. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- Presenting replaced emission related components and validated invoices at a place of business of a Cat dealer or other source approved by Caterpillar, as a condition of reimbursement.
- Proper maintenance of the engine, at the owner's expense, including all recommended maintenance and fluid changes at scheduled intervals, and use of proper fuel, oil, lubricants, coolant, and filters. Caterpillar recommends that you retain all receipts and records covering the maintenance on your engine, but cannot deny warranty solely for the lack of receipts and records or for your failure to ensure the performance of all scheduled maintenance.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any off-road engine repair establishment or individual using certified off-road engine parts. The user should ensure that such parts are equivalent in design and durability to genuine Cat parts. Use of non-genuine Cat parts does not invalidate the warranty. However, Caterpillar is not liable for parts that are not genuine Cat parts.

### Limitations

In addition to any other limitations stated herein, Caterpillar is not responsible for failures of emission related components due to:

- Any use or installation that Caterpillar judges improper
- Attachments, systems, accessories, components or parts not sold nor approved by Caterpillar
- The use of add-on or modified parts that are not exempted by the ARB.
- Abuse, neglect, vandalism, or improper engine maintenance or repair, including the installation of parts or assembled components in contaminated systems.
- Fire, accident, acts of God or other events beyond the control of Caterpillar
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repairs or adjustments and unauthorized fuel setting changes.

Caterpillar is not responsible for damages to parts, fixtures, housings, attachments, and accessory items that are not part of the engine (including any products of other manufacturers packaged and sold by Caterpillar).

This warranty is in addition to Caterpillar's standard warranty, applicable to the off-road diesel engine product involved.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### Customer Assistance

Caterpillar aims to ensure that the Emission Control Systems Warranty is properly administered. In the event that you do not receive the warrantably service to which you believe you are entitled under the Emission Control Systems Warranty, write: Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

### Federal Emission Control Warranty

Caterpillar Inc. (Caterpillar) warrants to the ultimate purchaser and each subsequent purchaser that new nonroad diesel engines and stationary diesel engines less than 10 liters per cylinder (including Tier 1 and Tier 2 marine engines < 37 kW, but excluding locomotive and other marine engines) operated and serviced in the United States and Canada, including all parts of their emission control systems ("emission related components"), are:

1. Designed, built, and equipped so as to conform, at the time of sale, with applicable emission standards prescribed by the United States Environmental Protection Agency (EPA) by way of regulation.
2. Free from defects in materials and workmanship in emission related components that can cause the engine to fail to conform to applicable emission standards for the warranty period.

### Warranty Period

The warranty period shall be the period of years or hours of operation specified in the following table, whichever occurs first, after the engine is first placed into service.

If your engine is certified as:	And its maximum power is:	And its rated speed is:	Then its warranty period is (whichever occurs first):
Variable speed or constant speed	kW < 19	Any speed	1,500 hours or two years
Constant speed	19 < kW < 37	3,000 rpm or higher	1,500 hours or two years
Constant speed	19 < kW < 37	Less than 3,000 rpm	3,000 hours or five years
Variable speed	19 < kW < 37	Any speed	3,000 hours or five years
Variable speed or constant speed	kW > 37	Any speed	3,000 hours or five years

Any warranted part that is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part.

Any part repaired or replaced under warranty is warranted for the remainder of the warranty period.

### Warranty Coverage

This Emission Control Warranty covers:

- All components whose failure would increase the engine's emissions of any pollutant, including any engine parts related to the following systems:
  1. Air-induction system
  2. Fuel system
  3. Ignition system
  4. Exhaust gas recirculation systems
- The following parts are also covered:
  1. Aftertreatment devices
  2. Crankcase ventilation valves
  3. Sensors
  4. Electronic control units
- Components whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine performance.
- Components from any other system developed to control emissions.

This Emission Control Warranty does not cover components whose failure would not increase the engine's emissions of any pollutant.

### Caterpillar Responsibilities

During the warranty period, if a defect in materials or workmanship is found in an emission related component that can cause the engine to fail to conform to applicable emission standards, Caterpillar will provide the following at no charge through a Cat dealer or other source approved by Caterpillar:

- New, remanufactured, or repaired components (at Caterpillar's choice) required to correct the defect. Note: emission related components replaced under warranty become the property of Caterpillar.
- Reasonable or customary labor, during normal working hours, needed to correct the defect, including labor for removal and installation when necessary to make the repair.

In an emergency, repairs may be performed at any service establishment, or by the user. Caterpillar will reimburse the user for their expenses including diagnostic charges for such emergency repair. These expenses shall not exceed Caterpillar's suggested retail price for all warranted emission related components replaced, and labor charges based on Caterpillar's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. An emission related component not being available within 30 days or a repair not being complete within 30 days constitutes an emergency.

### User Responsibilities

During the warranty period the user is responsible for the following:

- Providing proof of date the engine was first placed into service.
- Parts shipping charges in excess of those that are usual and customary.
- Premium or overtime labor costs.
- Local taxes, if applicable.
- Costs to investigate complaints which are not caused by a defect in Caterpillar material or workmanship.
- Providing timely notice of a warrantable failure and promptly making the product available for repair. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- Presenting replaced emission related components and validated invoices at a place of business of a Cat dealer or other source approved by Caterpillar, as a condition of reimbursement.
- Proper maintenance of the engine, at the owner's expense, including all recommended maintenance and fluid changes at scheduled intervals, and use of proper fuel, oil, lubricants, coolant, and filters. Caterpillar recommends that you retain all receipts and records covering the maintenance on your engine, but cannot deny warranty solely for the lack of receipts and records or for your failure to ensure the performance of all scheduled maintenance.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any nonroad engine repair establishment or individual using certified nonroad engine parts. The user should ensure that such parts are equivalent in design and durability to genuine Cat parts. Use of non-genuine Cat parts does not invalidate the warranty. However, Caterpillar is not liable for parts that are not genuine Cat parts.

### Limitations

In addition to any other limitations stated herein, Caterpillar is not responsible for failures of emission related components due to:

- Any use or installation that Caterpillar judges improper.
- Attachments, systems, accessories, components or parts not sold nor approved by Caterpillar.
- Abuse, neglect, vandalism, or improper engine maintenance or repair, including the installation of parts or assembled components in contaminated systems.
- Fire, accident, acts of God or other events beyond the control of Caterpillar.
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repairs or adjustments and unauthorized fuel setting changes.

Caterpillar is not responsible for damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine (including any products of other manufacturers packaged and sold by Caterpillar).

This Emission Control Warranty is in addition to Caterpillar's standard warranty, applicable to the nonroad or stationary diesel engine product involved. Caterpillar is not responsible for damages to other engine components caused by a failure of an emission related component, unless otherwise covered by standard warranty.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### Customer Assistance

Caterpillar aims to ensure that the Emission Control Warranty is properly administered. In the event that you do not receive the warranty service to which you believe you are entitled under the Emission Control Warranty, write: Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Authorized dealers are recommended for maintenance and repair work as they are staffed with trained personnel, proper tools, and are aware of the latest maintenance methods and procedures. Owners and others who desire to perform their own work should obtain current service information from their Cat dealer.

Effective with sales to the first user on or after June 1, 2013

# CATERPILLAR LIMITED WARRANTY

## For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

### Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Hydraulic Rock Drill / Drifter sold on Track Drills, the warranty period is 12 months/1000 hours, whichever occurs first, starting from the date of delivery to the first user.

### Caterpillar Responsibilities

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

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.

- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal and installation is the user's responsibility.

### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after April 1, 2008

# CATERPILLAR LIMITED WARRANTY

## Ground Engaging Tools

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following Ground Engaging Tools (and every major component thereof) sold by it against breakage.

This warranty does not apply to the Caterpillar Large Mining (LM) Series, which consists of Mining Series Adapters (MSA), Mining Series Retention (MSR) and Mining Series Tips (MST) products. These products are covered by other Caterpillar warranties.

This warranty is applicable after the expiration of any standard machine or parts warranty to:

- Tips and adapters used on buckets, rippers and scrapers
- End bits and router bits
- Side cutters and sidebar protectors
- Uni-tooth components
- Modulok and HD Mining System components
- MEGS (Mining Edge Guard System) components
- Mechanically-attached adapter systems and wear plates
- Lip Protection System components
- Base edge assemblies, bolt-on flat plate or half arrow segments and cutting edges (except high carbon motor grader cutting edges)
- Ripper shank protectors and multi-piece ripper protectors
- Scarifier tips
- Compactor feet

- Landfill compactor tips and chopper blades (an additional warranty applies to Landfill Compactor Tips)

- Bolt-on wear plates and sole plates

- Loader bucket cutting edge corner components

- Grader Bit and Mining Bit adapters

- Grader Bit, Mining Bit assemblies and tungsten carbide motor grader cutting edges (except for carbide element)

- Percussive drill products

This warranty also covers the parent material of the Ground Engaging Tools covered if Caterpillar-sourced Abrasion-Resistant Material (ARM) has been applied by a Caterpillar dealer.

This warranty is subject to the following:

#### Warranty Period

The warranty period is not limited by time and is applicable throughout the useful life of the Ground Engaging Tools covered.

#### Caterpillar Responsibilities

If a breakage occurs during normal operation, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

#### User Responsibilities

The user is responsible for:

- Labor (including welding) and hardware costs associated with removal and installation.
- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from breakage of Ground Engaging Tools due to worn mating components or those that have been hardfaced or improperly welded.
- Failures resulting from attachments of competitive parts to Caterpillar components.
- Failures resulting in cracks in the ARM weld and chipping of hard particles out of the weld. This is not considered "breakage" under the terms of this warranty.
- Failures resulting from abuse, neglect and/or improper repair.

(Continue on the reverse side.....)

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

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THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after January 1, 2010

# CATERPILLAR LIMITED WARRANTY BATTERY

## Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new batteries sold by it (excluding Caterpillar Brazil Limited dealers) to be free from failures caused by defects in material and workmanship.

This warranty is subject to the following:

The warranty period is identified in the following table, starting from the date of battery sale or product delivery to the first user.

Application	Battery Type			
	Premium, High Output (PHO)		General Service Line	
	Warranty Period	Free Replacement Period	Warranty Period	Free Replacement Period
On-Highway vehicles up to 680 kilograms (3/4-ton) capacity with engine-driven charging systems.	72 Months	24 Months	72 Months	18 Months
On-Highway vehicles over 680 kilograms (3/4-ton) capacity with engine-driven charging systems	36 Months	24 Months	30 Months	12 Months
Earthmoving, construction, materials handling, paving and off-highway equipment, agricultural, industrial engine, electric power generation and marine products with engine-driven charging systems. Electric power generation standby applications with separate charging systems (except with respect to the Battery Council International (BCI) Group size 4D, 8D, and 31 batteries used in these applications)*	36 Months	18 Months	24 Months	12 Months
*For BCI group size 4D, 8D, and 31 batteries used in the above applications.	*36 Months	*12 Months	*24 Months	*12 Months
For Uninterruptible Power Supply (UPS) and electric power generation standby applications with separate charging systems (with respect to valve-regulated AGM (Absorbed Glass Mat) batteries).	N/A	N/A	60 Months	12 Months
For deep cycle applications or applications without constant battery charging systems (i.e., auxiliary batteries for marine pleasure craft or recreational vehicles; electric trolling motor or golf cart applications which use batteries as their motive power; lawn garden applications, etc.).	3 Months (All BCI Group sizes except GP31 Deep Cycle) 30 Months (BCI GP 31 Deep Cycle Batteries)	3 Months	For BCI group sizes U-1R, U-1, 8V and GC-2: 18 Months For BCI Group sizes 24M and 27M: 30 Months And all other BCI groups sizes: 3 Months	3 Months

(continued on reverse side...)

**Caterpillar Responsibilities**

- Within the periods stated in the table under "Free Replacement Period," Caterpillar will replace a battery, which it finds to be defective in material or workmanship with a new comparable battery at no cost to the user. After the "Free Replacement Period" has expired, the user cost is determined by the following formula:

$$\frac{\text{Current Consumer's Battery Price} - \text{Months of Service}}{\text{Months in Warranty Period}} = \text{User Cost}$$

- This warranty will be honored upon return of the battery, during normal working hours, to a Caterpillar dealer or other source approved by Caterpillar.

**User Responsibilities**

The user is responsible for:

- Providing proof of the date of battery sale or product delivery date to the first user.
- Taxes, installation, or transportation costs, which may result from replacement, are not included in this warranty.
- Expense identified as user cost under "Caterpillar Responsibilities".
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance.

**Limitations**

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

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THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.



Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Warranty information for 914 Compact Wheel Loader

Delivery Service Record

Comprobante Del Servicio De Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
E250	914	To Be Determined	0	To Be Determined	To Be Determined

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No.	Mfr. & Model or Part No.	Mfr. & Model or Part No.	Mfr. & Model or Part No.
Fabricante y Modelo o N/P	Fabricante y Modelo o N/P	Fabricante y Modelo o N/P	Fabricante y Modelo o N/P
Serial No.	Serial No.	Serial No.	Serial No.
N/S	N/S	N/S	N/S

Customer Name (Please Print) ~~Jennifer Clark~~ - CITY & COUNTY OF DENVER

Nombre del Cliente (con letra de imprenta)

Full Mailing Address 201 W COLFAX DEPT 908 DENVER, CO 80202

Dirección Completa

Country USA

Pais

Delivery service on this machine has been completed, including the following items. Check (✓) when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes. Marque (✓) cada punto que complete.

☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.  
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☐ 3. Parts Book delivered with machine.  
Se entregó con la máquina el Catálogo de Piezas.

☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.  
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio conservación, ajustes y nivel de fluido.

☐ 4. All items on Delivery Checklist have been completed.  
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forms 01-085314-03).

User's Signature

Firma del usuario

Dir. Rep. Signature

Firma del representante del distribuidor

WHITE COPY-DEALER  
COPIA BLANCA-Distribuidor

CANARY COPY-CAT. WARRANTY & DATA  
COPIA AMARILLO CLARO-Warranty & Data

GREEN COPY-DEALER BRANCH  
COPIA VERDE-Sucursual del distribuidor

PINK COPY-USER  
COPIA ROSADA-Usuario

EXTENDED WARRANTY OPTIONS

**PREMIER** (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

**ENGINE RELATED**

Governor/Speed Limiter  
Fuel Injection Lines

**STEERING & SUSPENSION**

Power Steering Logic Module  
Steering Linkage  
Suspension Control & Control Valve  
Suspension Cylinder

**ELECTRONICS**

Cat Grade Control  
Product Link™  
Traction Control System  
Protection Devices & Alarms  
Speed Sensors

**BRAKING**

Cylinder Head Assembly  
Control Valves  
Accumulator  
Parking Brake

**CAB**

Steering Column  
Gauges/Indicators/Instruments  
Circuit Board  
Wiring Harness/Switches  
Relays/Circuit Breakers  
Fuse/Circuit Breaker Panel

**EQUIPMENT  
PROTECTION PLAN:  
EXCLUSIONS**

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repairs, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and/or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental/consequential damages or costs incurred as a result of a covered component failure
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, visit us today.

**POWERTRAIN + HYDRAULICS + TECHNOLOGY** (includes all Powertrain and Powertrain + Hydraulics components listed below)

**CAT CONNECT TECHNOLOGY COMPONENTS – COMPACT, GRADE, PAYLOAD, LINK**

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays  
Monitors  
Sensors  
Cables/Harness Wiring  
Engine Control Module (ECM)

GNSS Antennas  
GNSS Receivers  
Inertial Measurement Unit  
Laser Catcher/Receiver  
Satellite Receiver

Position Sensing Cylinders  
Integrated Joystick Buttons/Controls  
Software  
Status Lights  
Load Lights

VIMS (Vital Information Management System)  
Asset Control System  
Product Link System Cellular and Satellite Global Positioning System

**POWERTRAIN + HYDRAULICS** (includes all Powertrain components listed below)

**STEERING & IMPLEMENT CONTROLS**

Hydraulic Pumps  
Hydraulic Motors  
Hydraulic Cylinders

Hydraulic Valves  
Hydraulic Accumulators  
Hydraulic Lines  
Hydraulic Hoses  
Electronic Controls  
-Implement & Steering

Joystick  
Pilot Control Valve  
Hydraulic Tank  
Hydraulic Oil Filter Base  
Hydraulic Swivel

Hydraulic Oil Temp Sensor  
Hydraulic Oil Cooler  
Transmission Oil Lines  
Drive Train Oil Lines  
Steering Gear & Valve

**POWERTRAIN**

**ENGINE**

Fan & Fan Drive  
Hydraulic Fan Motor  
Jacket Water Pump, Drive Group  
Thermostat/Regulator  
Timing/Accessory Gears  
Timing Chain/Belt  
Engine Oil Cooler  
Engine Oil Pump  
Engine Oil Pan Group  
Engine Oil Filter Housing/Base  
Cylinder Block  
Cylinder Head Casting  
Crankshaft Main & Rod Bearings  
Piston & Connecting Rod

Pistons & Piston Rings  
Camshaft & Camshaft Bearing  
Inlet/Exhaust Valve  
Push Rod & Balancer  
Rocker Arm & Rocker Shaft Assembly  
Valve Cover & Base  
Valve Spring  
Valve Guide  
Flywheel  
Air Line/Pipe  
Aftercooler Group  
Turbocharger  
Manifolds, Inlet & Exhaust

Fuel Pump  
Governor  
Fuel Injection Pump  
Fuel Transfer Pump  
Solenoids/Sensors  
Electronic Control Module (ECM)

**TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE**

Transmission Case  
Transmission Gears  
Transmission Shaft  
Transmission Hydraulic Control  
Transmission Electronic Control

Transmissions Oil Pump  
Transmissions Oil Filter Base  
Torque Converter  
Transfer Gear Group

**DRIVE TRAIN**

Differential Case  
Differential Steering Components  
Axle Housing Assembly  
Axle Shaft  
Drive Axle  
Final Drive Case/Bore  
Final Drive Gears  
Universal Joint

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

☐ EXTENDED WARRANTY POWERTRAIN

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

☐ EXTENDED WARRANTY POWERTRAIN + HYDRAULICS

\_\_\_\_\_ YRS / \_\_\_\_\_ HRS

☐ EXTENDED WARRANTY POWERTRAIN + HYDRAULICS + TECH

4 YRS / 3000 HRS

☒ EXTENDED WARRANTY PREMIER

☒ STANDARD WARRANTY PREMIER

If Extended warranty is selected, it represents the total years/hours of coverage that begins on the initial date of delivery to the first owner.

Extended warranty automatically begins when Standard Premier warranty expires.

Standard Premier Warranty is 1 Year / unlimited hours.

## CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and Caterpillar Inc. ("Caterpillar") are pleased to explain the emission control system warranty on your 2011 and later engine. In California, new off-road engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. Caterpillar must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine. Caterpillar must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine.

Your emission control system may include parts such as fuel-injection system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, Caterpillar will repair your heavy-duty off-road engine at no cost to you including diagnosis, parts, and labor.

### MANUFACTURER'S WARRANTY COVERAGE:

The 2011 and later heavy-duty off-road engines are warranted for the warranty period set forth below. If any emission-related part on your engine is defective, the part will be repaired or replaced by Caterpillar.

### OWNER'S WARRANTY RESPONSIBILITIES:

- As the off-road engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Caterpillar recommends that you retain all receipts covering maintenance on your off-road engine, but Caterpillar cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- As the off-road engine owner, you should however be aware that Caterpillar may deny you warranty coverage if your off-road engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.
- Your engine is designed to operate on diesel fuel only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements.
- You are responsible for initiating the warranty process. The ARB suggests that you present your off-road engine to a Caterpillar dealer as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible.

If you have any questions regarding your warranty rights and responsibilities, you should contact Caterpillar Inc., Warranty Manager at 1-308-676-1000.

### Emission Control Warranty for California

Caterpillar Inc. (Caterpillar) warrants to the ultimate purchaser and each subsequent purchaser that new nonroad diesel engines (including Tier 1 and Tier 2 marine propulsion engines < 37 kW and Tier 1 through Tier 4 marine auxiliary engines < 37 kW, but excluding locomotive and other marine engine) operated and serviced in California, including all parts of their emission control system ("emission related components"), are:

1. Designed, built, and equipped so as to conform, at the time of sale, to all applicable regulations adopted by the California Air Resources Board (ARB).
2. Free from defects in materials and workmanship which cause the failure of an emission related component to be identical in all material respects to the component described in Caterpillar's application for certification for the warranty period.

### Warranty Period

The warranty period shall be the period of years or hours of operation specified in the following table, whichever occurs first, after the date of delivery to the ultimate purchaser:

If your engine is certified as:	And its maximum power is:	And its rated speed is:	Then its warranty period is (whichever occurs first):
Variable speed or constant speed	kW < 19	Any speed	1,500 hours or two years
Constant speed	19 < kW < 37	3,000 rpm or higher	1,500 hours or two years
Constant speed	19 < kW < 37	Less than 3,000 rpm	3,000 hours or five years
Variable speed	19 < kW < 37	Any speed	3,000 hours or five years
Variable speed or constant speed	kW > 37	Any speed	3,000 hours or five years

Any warranted part that is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part.

Any part repaired or replaced under warranty is warranted for the remainder of the warranty period.

### Warranty Coverage

This Emission Control Warranty covers:

- All components whose failure would increase the engine's emissions of any pollutant, including:
  - Fuel Metering System
    - Fuel injection system
  - Air Induction System
    - Controlled hot air intake system
    - Intake manifold
    - Turbocharger systems
    - Charge air cooling systems
  - Exhaust Gas Recirculation (EGR) System
    - EGR valve body
    - EGR rate feedback and control system
  - Catalyst or Thermal Reactor System
    - Catalytic converter
    - Exhaust manifold
  - Particulate Controls
    - Traps, filters, precipitators, and any other device used to capture particulate emissions
    - Regenerators, oxidizers, fuel additive devices, and any other device used to regenerate or aid in the regeneration of the particulate control device
    - Control device enclosures and manifolding
    - Smoke Puff Limiters
  - Advanced Oxides of Nitrogen (NOx) Controls
    - Selective Catalyst Reduction
    - Reductant (urea/fuel) containers/dispensing systems

- Positive Crankcase Ventilation (PCV) System
  - PCV valve
  - Oil filler cap
- Miscellaneous Items Used in Above Systems
  - Vacuum, temperature, and time sensitive valves and switches
  - Electronic control units, sensors, solenoids, and wiring harnesses
  - Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
  - Pulleys, belts and idlers
  - Emission control information labels
  - Any other part with the primary purpose of reducing emissions or that can increase emissions during failure without significantly degrading engine performance
- Components from any other system developed to control emissions
- Damages to other engine components caused by a failure under warranty of any warranted part.

This Emission Control Warranty does not cover components whose failure would not increase the engine's emissions of any pollutant.

### Caterpillar Responsibilities

During the warranty period, if a defect in materials or workmanship is found which causes the failure of an emission related component to be identical in all material respects to the component as described in Caterpillar's application for certification, Caterpillar will provide the following at no charge through a Cat dealer or other source approved by Caterpillar:

- New, remanufactured, or repaired components (at Caterpillar's choice) required to correct the defect. Note: emission related components replaced under warranty become the property of Caterpillar.
- Reasonable or customary labor, during normal working hours, needed to correct the defect, including labor for removal and installation when necessary to make the repair

In an emergency, repairs may be performed at any service establishment, or by the user. Caterpillar will reimburse the user for their expenses including diagnostic charges for such emergency repair. These expenses shall not exceed Caterpillar's suggested retail price for all warranted emission related components replaced, and labor charges based on Caterpillar's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. An emission related component not being available within 30 days or a repair not being complete within 30 days constitutes an emergency.

### User Responsibilities

During the warranty period the user is responsible for the following:

- Providing proof of delivery date to the ultimate purchaser
- Parts shipping charges in excess of those that are usual and customary.
- Premium or overtime labor costs.
- Local taxes, if applicable.
- Costs to investigate complaints which are not caused by a defect in Caterpillar material or workmanship.
- Providing timely notice of a warrantable failure and promptly making the product available for repair. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- Presenting replaced emission related components and validated invoices at a place of business of a Cat dealer or other source approved by Caterpillar, as a condition of reimbursement.
- Proper maintenance of the engine, at the owner's expense, including all recommended maintenance and fluid changes at scheduled intervals, and use of proper fuel, oil, lubricants, coolant, and filters. Caterpillar recommends that you retain all receipts and records covering the maintenance on your engine, but cannot deny warranty solely for the lack of receipts and records or for your failure to ensure the performance of all scheduled maintenance.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any off-road engine repair establishment or individual using certified off-road engine parts. The user should ensure that such parts are equivalent in design and durability to genuine Cat parts. Use of non-genuine Cat parts does not invalidate the warranty. However, Caterpillar is not liable for parts that are not genuine Cat parts.

### Limitations

In addition to any other limitations stated herein, Caterpillar is not responsible for failures of emission related components due to:

- Any use or installation that Caterpillar judges improper
- Attachments, systems, accessories, components or parts not sold nor approved by Caterpillar
- The use of add-on or modified parts that are not exempted by the ARB.
- Abuse, neglect, vandalism, or improper engine maintenance or repair, including the installation of parts or assembled components in contaminated systems.
- Fire, accident, acts of God or other events beyond the control of Caterpillar
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repairs or adjustments and unauthorized fuel setting changes.

Caterpillar is not responsible for damages to parts, fixtures, housings, attachments, and accessory items that are not part of the engine (including any products of other manufacturers packaged and sold by Caterpillar).

This warranty is in addition to Caterpillar's standard warranty, applicable to the off-road diesel engine product involved.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### Customer Assistance

Caterpillar aims to ensure that the Emission Control Systems Warranty is properly administered. In the event that you do not receive the warrantably service to which you believe you are entitled under the Emission Control Systems Warranty, write: Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

### Federal Emission Control Warranty

Caterpillar Inc. (Caterpillar) warrants to the ultimate purchaser and each subsequent purchaser that new nonroad diesel engines and stationary diesel engines less than 10 liters per cylinder (including Tier 1 and Tier 2 marine engines < 37 kW, but excluding locomotive and other marine engines) operated and serviced in the United States and Canada, including all parts of their emission control systems ("emission related components"), are:

1. Designed, built, and equipped so as to conform, at the time of sale, with applicable emission standards prescribed by the United States Environmental Protection Agency (EPA) by way of regulation.
2. Free from defects in materials and workmanship in emission related components that can cause the engine to fail to conform to applicable emission standards for the warranty period.

### Warranty Period

The warranty period shall be the period of years or hours of operation specified in the following table, whichever occurs first, after the engine is first placed into service.

If your engine is certified as:	And its maximum power is:	And its rated speed is:	Then its warranty period is (whichever occurs first):
Variable speed or constant speed	kW < 19	Any speed	1,500 hours or two years
Constant speed	19 < kW < 37	3,000 rpm or higher	1,500 hours or two years
Constant speed	19 < kW < 37	Less than 3,000 rpm	3,000 hours or five years
Variable speed	19 < kW < 37	Any speed	3,000 hours or five years
Variable speed or constant speed	kW > 37	Any speed	3,000 hours or five years

Any warranted part that is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part.

Any part repaired or replaced under warranty is warranted for the remainder of the warranty period.

### Warranty Coverage

This Emission Control Warranty covers:

- All components whose failure would increase the engine's emissions of any pollutant, including any engine parts related to the following systems:
  1. Air-induction system
  2. Fuel system
  3. Ignition system
  4. Exhaust gas recirculation systems
- The following parts are also covered:
  1. Aftertreatment devices
  2. Crankcase ventilation valves
  3. Sensors
  4. Electronic control units
- Components whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine performance.
- Components from any other system developed to control emissions.

This Emission Control Warranty does not cover components whose failure would not increase the engine's emissions of any pollutant.

### Caterpillar Responsibilities

During the warranty period, if a defect in materials or workmanship is found in an emission related component that can cause the engine to fail to conform to applicable emission standards, Caterpillar will provide the following at no charge through a Cat dealer or other source approved by Caterpillar:

- New, remanufactured, or repaired components (at Caterpillar's choice) required to correct the defect. Note: emission related components replaced under warranty become the property of Caterpillar.
- Reasonable or customary labor, during normal working hours, needed to correct the defect, including labor for removal and installation when necessary to make the repair.

In an emergency, repairs may be performed at any service establishment, or by the user. Caterpillar will reimburse the user for their expenses including diagnostic charges for such emergency repair. These expenses shall not exceed Caterpillar's suggested retail price for all warranted emission related components replaced, and labor charges based on Caterpillar's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. An emission related component not being available within 30 days or a repair not being complete within 30 days constitutes an emergency.

### User Responsibilities

During the warranty period the user is responsible for the following:

- Providing proof of date the engine was first placed into service.
- Parts shipping charges in excess of those that are usual and customary.
- Premium or overtime labor costs.
- Local taxes, if applicable.
- Costs to investigate complaints which are not caused by a defect in Caterpillar material or workmanship.
- Providing timely notice of a warrantable failure and promptly making the product available for repair. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- Presenting replaced emission related components and validated invoices at a place of business of a Cat dealer or other source approved by Caterpillar, as a condition of reimbursement.
- Proper maintenance of the engine, at the owner's expense, including all recommended maintenance and fluid changes at scheduled intervals, and use of proper fuel, oil, lubricants, coolant, and filters. Caterpillar recommends that you retain all receipts and records covering the maintenance on your engine, but cannot deny warranty solely for the lack of receipts and records or for your failure to ensure the performance of all scheduled maintenance.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any nonroad engine repair establishment or individual using certified nonroad engine parts. The user should ensure that such parts are equivalent in design and durability to genuine Cat parts. Use of non-genuine Cat parts does not invalidate the warranty. However, Caterpillar is not liable for parts that are not genuine Cat parts.

### Limitations

In addition to any other limitations stated herein, Caterpillar is not responsible for failures of emission related components due to:

- Any use or installation that Caterpillar judges improper.
- Attachments, systems, accessories, components or parts not sold nor approved by Caterpillar.
- Abuse, neglect, vandalism, or improper engine maintenance or repair, including the installation of parts or assembled components in contaminated systems.
- Fire, accident, acts of God or other events beyond the control of Caterpillar.
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repairs or adjustments and unauthorized fuel setting changes.

Caterpillar is not responsible for damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine (including any products of other manufacturers packaged and sold by Caterpillar).

This Emission Control Warranty is in addition to Caterpillar's standard warranty, applicable to the nonroad or stationary diesel engine product involved. Caterpillar is not responsible for damages to other engine components caused by a failure of an emission related component, unless otherwise covered by standard warranty.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### Customer Assistance

Caterpillar aims to ensure that the Emission Control Warranty is properly administered. In the event that you do not receive the warranty service to which you believe you are entitled under the Emission Control Warranty, write: Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Authorized dealers are recommended for maintenance and repair work as they are staffed with trained personnel, proper tools, and are aware of the latest maintenance methods and procedures. Owners and others who desire to perform their own work should obtain current service information from their Cat dealer.

Effective with sales to the first user on or after June 1, 2013

# CATERPILLAR LIMITED WARRANTY

## For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

### Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Hydraulic Rock Drill / Drifter sold on Track Drills, the warranty period is 12 months/1000 hours, whichever occurs first, starting from the date of delivery to the first user.

### Caterpillar Responsibilities

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

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.

- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal and installation is the user's responsibility.

### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after April 1, 2008

# CATERPILLAR LIMITED WARRANTY

## Ground Engaging Tools

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following Ground Engaging Tools (and every major component thereof) sold by it against breakage.

This warranty does not apply to the Caterpillar Large Mining (LM) Series, which consists of Mining Series Adapters (MSA), Mining Series Retention (MSR) and Mining Series Tips (MST) products. These products are covered by other Caterpillar warranties.

This warranty is applicable after the expiration of any standard machine or parts warranty to:

- Tips and adapters used on buckets, rippers and scrapers
- End bits and router bits
- Side cutters and sidebar protectors
- Uni-tooth components
- Modulok and HD Mining System components
- MEGS (Mining Edge Guard System) components
- Mechanically-attached adapter systems and wear plates
- Lip Protection System components
- Base edge assemblies, bolt-on flat plate or half arrow segments and cutting edges (except high carbon motor grader cutting edges)
- Ripper shank protectors and multi-piece ripper protectors
- Scarifier tips
- Compactor feet

- Landfill compactor tips and chopper blades (an additional warranty applies to Landfill Compactor Tips)

- Bolt-on wear plates and sole plates

- Loader bucket cutting edge corner components

- Grader Bit and Mining Bit adapters

- Grader Bit, Mining Bit assemblies and tungsten carbide motor grader cutting edges (except for carbide element)

- Percussive drill products

This warranty also covers the parent material of the Ground Engaging Tools covered if Caterpillar-sourced Abrasion-Resistant Material (ARM) has been applied by a Caterpillar dealer.

This warranty is subject to the following:

#### Warranty Period

The warranty period is not limited by time and is applicable throughout the useful life of the Ground Engaging Tools covered.

#### Caterpillar Responsibilities

If a breakage occurs during normal operation, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

#### User Responsibilities

The user is responsible for:

- Labor (including welding) and hardware costs associated with removal and installation.
- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from breakage of Ground Engaging Tools due to worn mating components or those that have been hardfaced or improperly welded.
- Failures resulting from attachments of competitive parts to Caterpillar components.
- Failures resulting in cracks in the ARM weld and chipping of hard particles out of the weld. This is not considered "breakage" under the terms of this warranty.
- Failures resulting from abuse, neglect and/or improper repair.

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*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

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CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after January 1, 2010

# CATERPILLAR LIMITED WARRANTY BATTERY

## Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new batteries sold by it (excluding Caterpillar Brazil Limited dealers) to be free from failures caused by defects in material and workmanship.

This warranty is subject to the following:

The warranty period is identified in the following table, starting from the date of battery sale or product delivery to the first user.

Application	Battery Type			
	Premium, High Output (PHO)		General Service Line	
	Warranty Period	Free Replacement Period	Warranty Period	Free Replacement Period
On-Highway vehicles up to 680 kilograms (3/4-ton) capacity with engine-driven charging systems.	72 Months	24 Months	72 Months	18 Months
On-Highway vehicles over 680 kilograms (3/4-ton) capacity with engine-driven charging systems	36 Months	24 Months	30 Months	12 Months
Earthmoving, construction, materials handling, paving and off-highway equipment, agricultural, industrial engine, electric power generation and marine products with engine-driven charging systems. Electric power generation standby applications with separate charging systems (except with respect to the Battery Council International (BCI) Group size 4D, 8D, and 31 batteries used in these applications)*	36 Months	18 Months	24 Months	12 Months
*For BCI group size 4D, 8D, and 31 batteries used in the above applications.	*36 Months	*12 Months	*24 Months	*12 Months
For Uninterruptible Power Supply (UPS) and electric power generation standby applications with separate charging systems (with respect to valve-regulated AGM (Absorbed Glass Mat) batteries).	N/A	N/A	60 Months	12 Months
For deep cycle applications or applications without constant battery charging systems (i.e., auxiliary batteries for marine pleasure craft or recreational vehicles; electric trolling motor or golf cart applications which use batteries as their motive power; lawn garden applications, etc.).	3 Months (All BCI Group sizes except GP31 Deep Cycle) 30 Months (BCI GP 31 Deep Cycle Batteries)	3 Months	For BCI group sizes U-1R, U-1, 8V and GC-2: 18 Months For BCI Group sizes 24M and 27M: 30 Months And all other BCI groups sizes: 3 Months	3 Months

(continued on reverse side...)

**Caterpillar Responsibilities**

- Within the periods stated in the table under "Free Replacement Period," Caterpillar will replace a battery, which it finds to be defective in material or workmanship with a new comparable battery at no cost to the user. After the "Free Replacement Period" has expired, the user cost is determined by the following formula:

$$\frac{\text{Current Consumer's Battery Price} - \text{Months of Service}}{\text{Months in Warranty Period}} = \text{User Cost}$$

- This warranty will be honored upon return of the battery, during normal working hours, to a Caterpillar dealer or other source approved by Caterpillar.

**User Responsibilities**

The user is responsible for:

- Providing proof of the date of battery sale or product delivery date to the first user.
- Taxes, installation, or transportation costs, which may result from replacement, are not included in this warranty.
- Expense identified as user cost under "Caterpillar Responsibilities".
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance.

**Limitations**

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

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This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>P.O. Box 7050</b> <b>Englewood, CO 80155</b> <b>800 873-8500</b>	<b>CONTACT NAME:</b> Pam Medrano <b>PHONE (A/C, No, Ext):</b> 800 873-8500 <b>E-MAIL ADDRESS:</b> pam.medrano@usi.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Zurich American Insurance Company <b>INSURER B :</b> Travelers Property Cas. Co. of America <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> <b>Wagner Equipment Co.</b> <b>Wagner Rents, Inc.</b> <b>PO Box 17620</b> <b>Denver, CO 80217</b>	<b>NAIC #</b> <b>16535</b> <b>25674</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLO819637215	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP819637115	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	ZUP21P5112122NF	03/01/2022	03/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC819637315	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, Vendors insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendors insurer shall waive subrogation rights against the City. All sub-contractors and sub consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

City & County of Denver,  
 Purchasing Division  
 201 West Colfax Ave.  
 Dept. 304, 11th Floor  
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**DESCRIPTIONS (Continued from Page 1)**

herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies OR shall ensure that they all maintain the required coverages, as required by written contract.