

**Ring Power®**



**Ring Power Corporation**

500 World Commerce Parkway

St. Augustine, FL 32092

Prepared For:  
Florida Sheriff's Association

8/5/2020

**Item #7: (1) NEW CATERPILLAR D1 TRACK TYPE TRACTOR**

**CONTRACT DETAILS**

Florida Sheriff's Association

Bid # FSA20-EQU18.0

Item #7: Group: BULLDOZER: 70 HP Bulldozer Canopy Tractor and Options

Contract Dates: October 1, 2020 through September 30, 2023

**BID SPECIFICATION:**

1. ENGINE: a. Minimum 4 cylinder 70 Net HP 2. TRANSMISSION: a. Hydrostatic, infinitely variable speed. b. Constantly variable 3. UNDERCARRIAGE: a. Minimum 5 rollers b. Standard grouser minimum of 16" c. Top roller, each side 4. DOZER: a. Minimum 96" wide b. Minimum 32" high c. Minimum 1.88 cyd blade capacity d. Power, angle, tilt (PAT) type blade

**BASE MACHINE**

558-8521	D1 XL 12A TRACTOR CFG10
558-8529	ENGINE, CAT C3.6
550-6019	AIR CLEANER W/O PRECLEANER
397-4326	UNDERCARRIAGE, SALT
368-0110	TRACK, 16", MS, SALT
558-8535	HYDRAULICS, 3 VALVE, PUMP STD
558-8557	CONTROL, PITCH
394-1851	LIGHTS, 6
558-8544	CANOPY, ROPS, HEATER
552-3235	TENSIONER, OROPS, NON-AC
559-5725	SEAT, VINYL
558-8550	SOUND SUPPRESSION, OMISSION
558-8567	CONTROL BASIC
551-2972	PROD LINK, PLE643/PLE743 RADIO
550-6050	GRILL, RADIATOR, HD
397-4287	GUARD GP, REAR OMISSION
557-1340	GUARD, BELLY

590-0677	FAN, STANDARD
552-3229	COOLER, STANDARD
244-7433	DRAWBAR, STANDARD
244-7503	NO FRONT COUNTERWEIGHT
397-4266	BLADE, 104.2"
421-8926	SERIALIZED TECHNICAL MEDIA KIT
558-8582	INSTRUCTIONS, ANSI
379-4986	GUARD,TRK GUIDING,CENTER,SALT
552-3248	STARTING AID, ETHER

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Ring Power Corporation



# Cat® D1

## TRACK-TYPE TRACTOR

### FEATURES:

The new Cat® D1 delivers superior performance and the broadest choice of technology features to help you get the most from your dozer. Nimble and responsive, it has power for dozing and finesse for grading. Fully hydrostatic transmission gives you seamless acceleration, so you can get the job done quickly. The load sensing system automatically optimizes ground speed based on load, for the greatest productivity and fuel efficiency.

### IMPROVED VISIBILITY

- New sloped hood provides better visibility to the work in front of the blade as well as the overall job site. Better visibility can equal less operator fatigue and more confidence in your work.

### GRADE TECHNOLOGY

- Scalable 2D and 3D Cat Grade provide technologies like Slope Assist, Stable Blade, and Slope Indicate for easier and more efficient operation, as well as the flexibility to adapt different technology based on job site demands.

### UP TO 10% IMPROVED FUEL ECONOMY

- The D1 features the lowest fuel consumption in this size class with the same great performance you've come to expect. Up to 20% improvement and no performance sacrifice when ECO mode is active.

### COMFORTABLE WORK SPACE

- The spacious and comfortable cab features an optional heated and ventilated seat, along with heated joystick controls to make the operator comfortable no matter what the conditions are outside. The seat height and armrests can be easily adjusted to the operator's preference.

### BIGGER, BETTER DISPLAY WITH CAMERA

- This new and improved optional 10 in (254 mm) touchscreen, color display is easy to use, with a great view of machine settings, rearview camera and Slope Indicate/Slope Assist screens. The large reversing camera gives the operator better visibility to the job site.

### DURABLE UNDERCARRIAGE

- The D1 is available with either a Sealed and Lubricated Track (SALT) or Abrasion undercarriage to best suit your application. The undercarriage has a longer life resulting in less down time. A one piece mainframe/track roller frame design and the large, double reduction planetary final drive allow the machine to push heavy loads.

## Specifications

### Engine

Engine Model	Cat C3.6	
Net Power @ 2,200 rpm		
SAE J1349	59.7 kW	80 hp
ISO 9249/EEC 80/1269	59.7 kW	80 hp
Power Train	Hydrostatic	
Displacement	3.6 L	220 in <sup>3</sup>
<ul style="list-style-type: none"> <li>• Net power is tested per ISO 9249:2007 and SAE J1349:2011 and as advertised is the power available at the flywheel when the engine is equipped with fan, air intake system, exhaust system and alternator.</li> <li>• All non-road U.S. EPA Tier 4 Final, EU Stage V, Japan 2014 (Tier 4 Final) and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less.</li> </ul>		

### Weights

Operating Weight	8099 kg	17,855 lb
Operating Weight – LGP	8545 kg	18,839 lb
Operating Weight – LGP, 762 mm/30 in	8752 kg	19,295 lb
<ul style="list-style-type: none"> <li>• Specifications shown are for machine equipped with dozer blade, EROPS cab, back-up alarm, operator, coolant, lubricants and full fuel tank.</li> <li>• For machine with ripper, add 554 kg (1,222 lb).</li> </ul>		

### Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level II

### Transmission

Drive Pumps	1	
Track Motors	2	
Relief Valve Settings	48 500 kPa	7,033 psi
Maximum Travel Speed – Forward	9 km/h	5.6 mph
Maximum Travel Speed – Reverse	10 km/h	6.2 mph



# D1 Track-Type Tractor

## Undercarriage

Number of Rollers (each side)	6	
Number of Shoes (each side) – Sealed and Lubricated Track (SALT) Undercarriage	43	
Number of Shoes (each side) – Abrasion Undercarriage	38	
Shoe Width	406 mm	16 in
Shoe Width – LGP	635 mm	25 in
Shoe Width – LGP, 762 mm (30 in)	762 mm	30 in
Length of Track on Ground	2248 mm	89 in
Length of Track on Ground – LGP	2248 mm	89 in
Length of Track on Ground – LGP, 762 mm (30 in)	2248 mm	89 in
Track Gauge	1495 mm	59 in
Track Gauge – LGP	1725 mm	68 in
Track Gauge – LGP, 762 mm (30 in)	1860 mm	73 in
Ground Pressure	44.5 kPa	6.45 psi
Ground Pressure – LGP	29.9 kPa	4.3 psi
Ground Pressure – LGP, 762 mm (30 in)	25.5 kPa	3.7 psi

## Service Refill Capacities

Fuel Tank	195 L	51.5 gal
Crankcase and Filter	10.5 L	2.8 gal
Final Drives, (each side)	10 L	2.6 gal
Final Drives, LGP (each side)	10 L	2.6 gal
Cooling System	19 L	4.2 gal
Transmission/Hydraulic Tank	90 L	23.8 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	4.9 gal

## Hydraulic Controls

Pump Output	65 L/min	17.2 gal/min
Relief Valve Settings	20 600 kPa	2,988 psi

## Ripper

Type	Parallelogram	
Number of Shanks	3	
Maximum Digging Depth	337.5 mm	13.3 in
Maximum Reach at Ground Line	766 mm	30.2 in
Maximum Ground Clearance Under Tip	448 mm	17.6 in
Overall Width	1710 mm	67.3 in
Height	165 mm	6.5 in
Weight	554 kg	1,222 lb

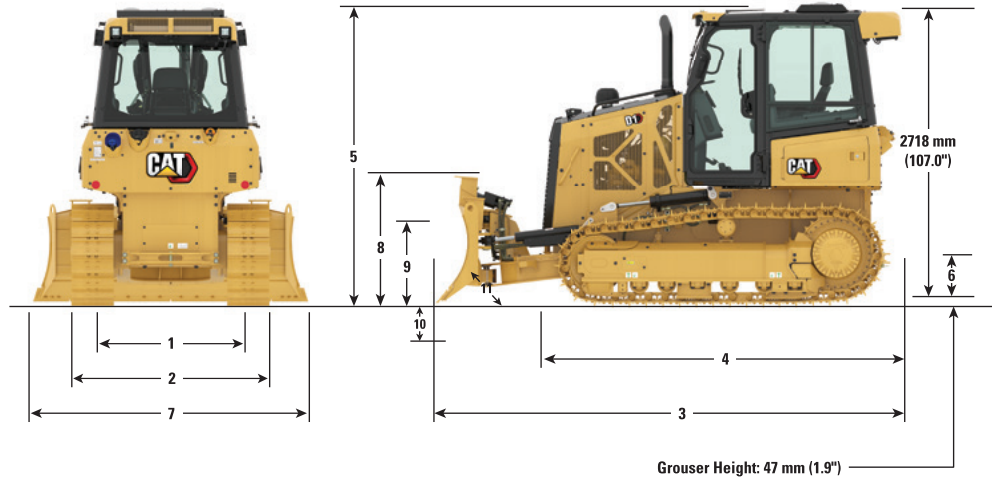
## Winch

Weight	610 kg	1,345 lb
Winch Drive	Hydrostatic	
Control	Hydraulic	
Speed	Variable	
Winch Length	705 mm	27.76 in
Overall Width	741 mm	29.2 in
Drum Diameter	254 mm	10 in
Drum Width	274 mm	10.8 in
Throat Clearance	171.5 mm	6.75 in
Rope Diameter – recommended	16 mm	0.63 in
Rope Diameter – optional	19 mm	0.75 in
Drum Capacity – recommended cable	113 m	371 ft
Drum Capacity – optional cable	78 m	256 ft
Maximum Line Pull – bare drum	18 144 kg	40,000 lb
Maximum Line Pull – full drum	11 340 kg	25,000 lb
Maximum Line Speed – bare drum	40 m/min	131 ft/min
Maximum Line Speed – full drum	63 m/min	207 ft/min

## Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.8 kg of refrigerant which has a CO<sub>2</sub> equivalent of 2.574 metric tonnes.

# D1 Track-Type Tractor



## Dimensions\*

	Standard		LGP		LGP, 762 mm (30 in)	
<b>1</b> Track Gauge	1495 mm	58.9 in	1725 mm	67.9 in	1860 mm	73 in
<b>2</b> Width of Tractor (standard shoes, no blade)	1900 mm	74.8 in	2360 mm	92.9 in	2411 mm	94.9 in
<b>3</b> Overall Length (with blade)	4273 mm	168 in	4262 mm	167.8 in	4262 mm	167.8 in
<b>4</b> Length of Basic Tractor (without blade)	3291 mm	129.6 in	3291 mm	129.6 in	3291 mm	129.6 in
<b>5</b> Tractor Height	2765 mm	108.9 in	2765 mm	108.9 in	2765 mm	108.9 in
<b>6</b> Ground Clearance	332 mm	13 in	332 mm	13 in	332 mm	13 in
With Ripper Attachment (add to Length of Basic Tractor)	1177 mm	46.3 in	1177 mm	46.3 in	1177 mm	46.3 in
<b>BLADE</b>	Standard		Intermediate		LGP	
<b>7</b> Blade Width	2646 mm	104.2 in	2921 mm	115 in	3149 mm	124 in
<b>8</b> Blade Height	910 mm	35.8 in	860 mm	33.9 in	860 mm	33.8 in
<b>9</b> Blade Lift Height	730 mm	28.7 in	743 mm	29.3 in	730 mm	28.7 in
<b>10</b> Digging Depth	573 mm	22.5 in	573 mm	22.5 in	573 mm	22.5 in
<b>11</b> Blade Cutting Edge Angle, Adjustable	52° to 58°		52° to 58°		52° to 58°	
Maximum Tilt	368 mm	14.5 in	448 mm	17.7 in	438 mm	17.2 in
Maximum Angle (either side)	25°		25°		25°	
Blade Width at Maximum Angle	2417 mm	95.2 in	2669 mm	105.1 in	2874 mm	113.1 in
Blade Capacity (SAE)	1.52 m <sup>3</sup>	1.99 yd <sup>3</sup>	1.50 m <sup>3</sup>	1.96 yd <sup>3</sup>	1.99 m <sup>3</sup>	2.17 yd <sup>3</sup>

\*Abrasion Undercarriage

# D1 Track-Type Tractor

## Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
<b>POWER TRAIN</b>			<b>ATTACHMENTS</b>		
Air cleaner with precleaner, automatic dust ejection and underhood intake	✓		Rigid drawbar	✓	
Air cleaner with external precleaner		✓	Drawbar, towing		✓
Aluminum bar plate cooling system (radiator, power train)	✓		Front pull device	✓	
Automatic traction control	✓		Machine security system		✓
Cat C3.6 diesel engine	✓		Mounting, winch		✓
Drive, auxiliary	✓		Ripper, parallelogram, includes three shanks and teeth		✓
Dual path, closed loop, hydrostatic transmission	✓		Winch, hydraulic, high performance		✓
Electric fuel pump	✓		Winch, hydraulic, retrieval		✓
Fuel/water separator	✓		<b>OPERATOR ENVIRONMENT</b>		
Installation, winch		✓	Armrests, adjustable	✓	
Turbocharged aftercooled	✓		Cab, with air conditioning		✓
<b>ELECTRICAL</b>			Cab, polycarbonate windows and air conditioning		✓
Alarm, backup	✓		Coat hook	✓	
Alternator, 150 amp, heavy duty	✓		Controls, seat mounted, fore/aft adjustment	✓	
Batteries, heavy duty, maintenance free, 1,000 CCA	✓		Cup holders	✓	
Diagnostic connector	✓		Eco Mode	✓	
Four integrated front halogen lights, two rear halogen	✓		Electronic Monitoring system with gauge:		
Four integrated front LED lights, two rear LED		✓	– Chassis slope indication	✓	
Horn, electric	✓		– Diesel exhaust fluid (DEF)	✓	
Starter, electric, 12 V, heavy duty	✓		– Engine coolant temperature	✓	
<b>UNDERCARRIAGE</b>			– Fuel level	✓	
SALT undercarriage (43 section)	✓		– Hydraulic oil temperature	✓	
Abrasion undercarriage (38 section)		✓	Electronic security system	✓	
Track Pairs			Engine air cleaner service indicator	✓	
– Track, 406 mm (16 in)		✓	Engine RPM and gear display	✓	
– Track, 635 mm (25 in)		✓	Floor mat, rubber, heavy duty	✓	
– Track, 762 mm (30 in)		✓	Foot pads, dash	✓	
Carrier rollers	✓		Hour meter, electronic	✓	
Guards, front/rear guiding	✓		Independent forward/reverse speed settings	✓	
Six roller track frame	✓		Mirror, rearview, inside	✓	
Track adjusters, hydraulic	✓		Power port, 12 volt	✓	
Track rollers, lifetime lubricated	✓		Radio, AM/FM Bluetooth®		✓
<b>HYDRAULIC</b>			ROPS/FOPS canopy	✓	
Hydraulic pump and oil	✓		Seat, air suspended, cloth or vinyl	✓	
Four valve for use with ripper		✓	Seat, air suspension, choice of:		
Four valve for use with winch		✓	– Vinyl, heated seat with heated controls		✓
Single lever, three function control	✓		– Cloth, heated seat with heated controls		✓
Three valve hydraulics	✓		– Cloth, heated and ventilated seat with heated controls		✓
<b>CAT TECHNOLOGY</b>			Seatbelt, hi-vis retractable 76 mm (3")	✓	
Cat GRADE with Slope Assist		✓	Seatbelt buckling indicator/reminder	✓	
Cat GRADE with 3D		✓	Single pedal combining decel and brake functions	✓	
Cat Product Link PLE643/PLE743 Cellular	✓		Sound suppression		✓
Cat Product Link PLE683/PLE783 Cellular/Satellite		✓	Speed recall	✓	
Full-color 10 in (254 mm) touchscreen grade display		✓	Storage compartment	✓	
Power Pitch		✓	Throttle switch, rotary	✓	
Slope Indicate	✓		Travel speed limiter, electronic	✓	
Stable blade	✓		<b>OTHER</b>		
			Heater, engine, coolant 120 V/240 V		✓
			Starting aid, ether		✓

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8304 (07-2020)  
Build Number: 12A  
(N Am, Aus-NZ, Japan)



Effective with sales to the first user on or after January 1, 2018

# CATERPILLAR LIMITED WARRANTY

## Earthmoving, Construction, Material Handling, Forestry and Paving Machines

### Worldwide

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

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- 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.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. 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
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, and Skid Steer Loaders sold in USA or Canada.

These products 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 Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports: the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

#### 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.

#### 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.

#### 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 abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*continued...*



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, telephone 1 (309) 675-1000, or go to URL [www.cat.com](http://www.cat.com), Find Your Dealer

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

*A) 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.**

*B) 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. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.**

**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.**

**IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S 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.**

*C) For products supplied in Australia:*

**IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:**

- I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR
- II. PRODUCTS THAT COST AUD 40,000 OR LESS,

**WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.**

**THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.**

**TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.**

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**TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.**

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