

**Ring Power®**



**Ring Power Corporation**  
500 World Commerce Parkway  
St. Augustine, FL 32092

Prepared For:  
Florida Sheriff's Association

8/5/2020

**Item #33: (1) NEW CATERPILLAR 725 ARTICULATED DUMP TRUCK**

**CONTRACT DETAILS**

Florida Sheriff's Association  
Bid # FSA20-EQU18.0  
Item #33: Group: DUMP TRUCK: Articulated Off Road Dump Truck, 50,000 LB Payload and Options  
Contract Dates: October 1, 2020 through September 30, 2023

**BID SPECIFICATION:**

1. WEIGHT: a. Minimum operating weight - 40,000 lbs. b. Minimum gross weight (with payload) - 91,000 lbs. 2. ENGINE: a. Turbocharged diesel engine, 265 hp 6 cylinder, 549 cubic inch minimum. b. Spin on type filters. c. Two stage air cleaner. 3. TRANSMISSION: a. 6 speeds forward, 1 speed reverse. b. Top speed of 31 mph c. Hydraulic retarder 4. BRAKES: a. Disc type service brakes. b. Disc type parking brake. 5. AXLES & DIFFERENTIALS: a. Differential locks b. Planetary gear reduction final drives. c. Inter axle differential lock. 6. TIRES: a. Tubeless, radial off road hauler tires. b. 23.5 R 25 tire size 7. STEERING: a. 45 degree left or right articulation angle. b. Secondary electric steering system for emergency steering. c. Double acting steering cylinders. 8. OPERATING STATION: Cab to be pressurized, heated, air conditioned and filtered. b. Built in ROPS/FOPS protection. c. Suspension type operators seat with seat belt. d. Cab instrumentation or engine monitoring system with audible alarms. e. Tinted glass windows. f. Sun visor g. Front and rear intermittent windshield wipers. h. Work lights, headlights, stop, tail and turn signal lights. i. Left and right mirrors. 9. BODY: a. Dump body tipping angle 70 degrees. b. Mud flaps c. Two single stage double acting body hoist cylinders. d. 18 yd. heaped capacity e. Body rise time maximum 12 seconds. 10. MISCELLANEOUS 95 gallon fuel tank minimum.

**BASE MACHINE**

|          |                               |
|----------|-------------------------------|
| 555-6401 | 725 04A ARTICULATED TRUCK     |
| 480-1973 | NO ROOF LIGHTS                |
| 480-1971 | NO MACHINE SECURITY SYSTEM    |
| 497-9403 | NO REAR WIPER                 |
| 480-1980 | AM/FM RADIO (BLUETOOTH READY) |
| 500-5946 | MIRROR, STANDARD              |
| 495-0330 | SEAT, STANDARD                |
| 566-5659 | SEAT BELT, W/ INDICATION      |
| 462-5037 | CAB, STANDARD                 |
| 481-8888 | PRODUCT LINK, CELLULAR PLE641 |

|          |                                |
|----------|--------------------------------|
| 485-0336 | NO PAYLOAD                     |
| 503-2045 | TANK, STANDARD FUEL            |
| 380-3578 | TIRES, 23.5R25 BS ** VLT E-3   |
| 583-9949 | ROW ENGINE ARRANGEMENT         |
| 396-1948 | AID, STANDARD STARTING         |
| 555-6418 | FILM GROUP, ANSI               |
| 555-6412 | CHASSIS, STANDARD              |
| 555-6462 | BODY, STANDARD                 |
| 555-6414 | EXHAUST, STANDARD              |
| 455-3502 | NO TAILGATE                    |
| 381-0092 | ANTIFREEZE, -36C (-33F)        |
| 421-8926 | SERIALIZED TECHNICAL MEDIA KIT |
| 363-7685 | BEACON, LED                    |
| 364-4046 | GROUP, ETHER                   |
| 381-1676 | HEATER, ENGINE COOLANT, 120V   |

Ring Power Corporation



# Cat<sup>®</sup> 725

## Articulated Truck

***The Cat<sup>®</sup> 725 features a world-class cab design, re-engineered using global operator feedback to advance comfort and ease of operation. Enhancements include new controls, transmission-protection features, hoist-assist system, advanced automatic traction control system, automatic retarder control, stability-assist machine rollover warning system, and a fuel saving ECO mode.***

### Proven Reliability

- Cat C9.3 engine delivers proven reliability across a variety of platforms.
- Terrain-based throttle control smooths throttle input over rough terrain to improve ride quality.
- Enhanced reliability through commonality and design simplicity with long life to overhaul.
- Minimized impact of emissions systems allows excellent response and ample power.
- Hydraulic retarder improves response and increases retarding power for controlled descent of grades.
- Aftertreatment technologies reduce emissions, including reducing NOx emissions by 80%.

### Durability

- All structures and components are proven through extensive experience and testing.
- Advanced suspension allows greater speed over rough terrain, while softening impact loads.
- Front suspension oscillates  $\pm 6$  degrees for a smooth ride.
- Frames are designed to handle torque loads, decrease hitch area stress, and optimize suspension geometry.
- Frames are robot-welded for maximum durability.
- Directional shift protection protects the power train when quickly moving from reverse to forward or forward to reverse.

### Achieve Greater Productivity

- Advanced Automatic Traction Control (AATC) decreases wheel slippage, delivering maximum traction and increased productivity.
- Automatic Retarder Control (ARC) manages the retarder without any operator interaction. Fully automatic 100% of the time.
- Combined hoist/transmission lever, exclusive to Caterpillar, places multiple controls on transmission lever, incorporates park brake, eases workload, and reduces operator interaction by as much as 50%.
- Machine wake up initiates machine systems when truck is de-isolated or cab door is opened.
- Low profile exhaust stack reduces overall height and eliminates the need for removal to transport.

### Boost Fuel Efficiency

- Optional economy mode reduces fuel use without affecting productivity and can be engaged with a single button.
- Next generation design improves fuel economy with minimized maintenance costs and the same great power and response.
- Innovative air-management systems optimize airflow and enhance power and fuel efficiency.
- Fully automatic retarder control helps prevent engine overspeed, protects power train components without any operator intervention.



# Cat® 725 Articulated Truck

---

## Easy, Comfortable Operator Environment

- Simple, intuitive control and display layouts allow operator to focus on safe machine operation, while maintaining productivity.
- Redesigned cab structure increases glass area, improving rear quarter visibility.
- Automatic cab climate control.
- Cab-mounted mirrors for excellent visibility, reduced vibration, and easy folding.
- Front visibility mirror gives an improved view immediately in front of the machine.
- Touchscreen allows easy monitoring and adjustment of systems.
- Sliding windows improve ventilation and communication.
- Ample storage prevents cabin clutter.

## Technology That Gets Work Done

- Integrated systems give you the ability to make timely, fact-based decisions to maximize efficiency, improve productivity, and lower costs.
- Product Link™ system connects to each machine wirelessly, allowing you to monitor location, hours, fuel use, productivity, idle time, and diagnostic codes.
- Operator can view real-time load weights on the touchscreen display and set a target weight.
- External payload indicator lights alert the loader when to stop, reducing the risk of machine overloading.
- Stability assist software reports information via online VisionLink®, increasing awareness of machine history if a rollover has occurred.

## Built-In Safety Features

- Cat Detect with stability assist provides audible and visual alerts to the operator if the tractor and/or trailer unit is approaching an unstable angle during operation.
- Seat belt indicator provides audible and visible alert if seatbelt is not latched while the machine is on.
- Operator-presence detection system applies parking brake if gear is engaged and operator is not seated.
- Emergency brake switch allows operator to bring the machine to a safe stop in the unlikely event of both main and secondary brake circuits failing.
- Integrated payload lights (when Cat Production Measurement (CPM) option is fitted) with wide angle beam lights on all cab roof corners provide clear visibility to loading tool operator and site controllers.
- Secondary steering activates automatically if low pressure is sensed in primary system.

## Reduced Maintenance Costs

- Durable flexi fender reduces the risk of permanent damages and reduces repair costs.
- Durable design and easier servicing mean longer serviceability, maximized uptime, and reduced service costs.
- Universal joints are lubricated for life. Other lubrication points are grouped in hitch area for easy access.
- Oil and coolant change intervals have been extended; coolant formula improves component life by reducing aluminum corrosion.
- Entire machine is designed for greater ease of maintenance with side-tilting cab, electrically raised hood, access panels, and data connector.

## Standard and Optional Equipment

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

|   | Standard | Optional |  | Standard | Optional |
|---|----------|----------|--|----------|----------|
| <b>OPERATOR ENVIRONMENT</b>   |          |          | <b>POWER TRAIN</b>   |          |          |
| Air conditioning with R134A refrigerant   | ✓        |          | Auto shift six-speed forward and single speed reverse transmission                       | ✓        |          |
| Combined gear selection and hoist control lever   | ✓        |          | Cat C9.3 engine  | ✓        |          |
| Liquid Crystal Display (LCD)  | ✓        |          | CX31R transmission   | ✓        |          |
| Mirrors: extensive arrangement for improved visibility  | ✓        |          | Cat Clean Emission Module (CEM) and exhaust aftertreatment package                       | ✓        |          |
| Mirrors, heated rearview motorized  |          | ✓        | Differentials: standard with automatic clutched inter- and cross-axle differential locks | ✓        |          |
| Machine operation monitoring system   | ✓        |          | Dual circuit oil immersed, enclosed brakes – all wheels                                  | ✓        |          |
| Radio, Bluetooth stereo system  |          | ✓        | Hydraulic retarder   | ✓        |          |
| Seats: operator – fully adjustable, air suspension, retractable belt; trainer – padded with retractable lap belt  | ✓        |          | Three axle, six-wheel drive  | ✓        |          |
| Seat, heated/cooled   |          | ✓        | <b>SAFETY</b>  |          |          |
| Secondary steering – electro hydraulic  | ✓        |          | Reverse alarm  | ✓        |          |
| Sun visor   | ✓        |          | Rearview camera  | ✓        |          |
| Tilt and telescopic steering wheel  | ✓        |          | ROPS/FOPS cab  | ✓        |          |
| Touchscreen display incorporating the rearview camera video feed  | ✓        |          | <b>GUARDS</b>  |          |          |
| Windshield wiper and washer, two speed, intermittent (front)  | ✓        |          | Axle   | ✓        |          |
| Single speed rear wiper   |          | ✓        | Crankcase  | ✓        |          |
| <b>TECHNOLOGY</b>   |          |          | Radiator   | ✓        |          |
| Machine Security System (MSS)   |          | ✓        | Rear window  | ✓        |          |
| Cat Production Measurement payload monitoring system  |          | ✓        | <b>OTHER</b>   |          |          |
| PLE641 (cellular) dependent on location and licensing agreement   | ✓        |          | Auto lube installation for automatic greasing of bearings                                |          | ✓        |
| Cat Detect with Stability Assist  | ✓        |          | Bare chassis (no body) standard wheel base   |          | ✓        |
| PLE631 (satellite)  |          | ✓        | Body liners  |          | ✓        |
| <b>ELECTRICAL AND LIGHTING</b>  |          |          | Cold weather coolant -51°C (-60°F)   |          | ✓        |
| Batteries (two) maintenance free  | ✓        |          | Exhaust heated body  |          | ✓        |
| Cold weather start attachment   |          | ✓        | Fast fuel fill   |          | ✓        |
| Engine block heater   |          | ✓        | Fuel additive – anti-waxing  |          | ✓        |
| Ether start   |          | ✓        | Mud flaps: wheel arch and body mounted with transportation tiebacks                      | ✓        |          |
| Electrical system: 24-volt, 5A 24- to 12-volt converter   | ✓        |          | Scissor tailgate   |          | ✓        |
| Flashing LED beacon   |          | ✓        | S•O•S <sup>SM</sup> sampling valves  | ✓        |          |
| Lighting systems: cab interior, two head lamps, two width marker, two reversing, work light/cab access light, two stop/tail lights, front and rear direction indicators | ✓        |          | Tires, six 23.5R25   | ✓        |          |
| Main disconnect switch  | ✓        |          | Vandalism protection: lockable caps  | ✓        |          |
| Roof mounted High Intensity Discharge (HID) work lights   |          | ✓        | Wheel chocks   |          | ✓        |

# Cat® 725 Articulated Truck

## Technical Specifications

| Engine                  |          |           |
|-------------------------|----------|-----------|
| Engine Model            | Cat C9.3 |           |
| Gross Power – SAE J1995 | 255 kW   | 342 hp    |
| Net Power – SAE J1349   | 249 kW   | 334 hp    |
| Net Power – ISO 14396   | 252 kW   | 338 hp    |
| Bore                    | 115 mm   | 4.5 in    |
| Stroke                  | 1149 mm  | 45.2 in   |
| Displacement            | 9.3 L    | 567.5 in³ |

- The power ratings apply at rated speed of 1,700 rpm when tested under the conditions for the specified standard.
- The net power advertised is the power available at the flywheel when the engine is equipped with alternator, air cleaner, muffler, and fan at minimum speed.
- Net power when the fan is at maximum speed is 249 kW (334 hp) per the SAE reference conditions.
- Meets U.S. EPA Tier 4 Final, either EU Stage V or EU Stage IV\*, Japan 2014, and Korea Tier 4 Final emission standards.
- DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard ISO 2241-1. Requirements are met by many brands of DEF, including those that carry the AdBlue or API certifications.

\* Stage IV engines comply with the transition provisions of the EU nonroad emission regulation.

|                                      |           |              |
|--------------------------------------|-----------|--------------|
| No Engine Derating Below             | 914 m     | 3,000 ft     |
| Peak Engine Torque Gross (SAE J1995) | 1729 N·m  | 1,275 lbf·ft |
| Peak Engine Torque Net (SAE J1349)   | 1712 N·m  | 1,263 lbf·ft |
| Peak Engine Torque Speed             | 1,200 rpm |              |

| Weights       |           |           |
|---------------|-----------|-----------|
| Rated Payload | 24 tonnes | 26.5 tons |

| Body Capacities |       |          |
|-----------------|-------|----------|
| Heaped SAE 2:1  | 15 m³ | 19.6 yd³ |
| Struck          | 11 m³ | 14.4 yd³ |

| Transmission |      |      |
|--------------|------|------|
| Speed        | km/h | mph  |
| Forward 1    | 8.1  | 5.0  |
| Forward 2    | 15.2 | 9.4  |
| Forward 3    | 23.2 | 14.4 |
| Forward 4    | 35.5 | 22.1 |
| Forward 5    | 49.4 | 30.7 |
| Forward 6    | 58.4 | 36.3 |
| Reverse 1    | 8.9  | 5.5  |

| Standards |                        |
|-----------|------------------------|
| Brakes    | ISO 3450:2011          |
| Cab/FOPS  | ISO 3449:2005 Level II |
| Cab/ROPS  | ISO 3471:2008          |
| Steering  | ISO 5010:2019          |

## Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.10 kg of refrigerant which has a CO<sub>2</sub> equivalent of 1.716 metric tonnes.

## Sound Levels

Interior Cab 69±2 dB(A)

- The declared dynamic operator sound pressure level is 69±2 dB(A) when ISO 6396:2008 is used to measure the value for an enclosed cab. The measurement was conducted at 70% of the maximum cooling fan's speed. The sound level may vary at different cooling fan speeds. The measurement was conducted with the cab doors and the cab windows closed. The cab was properly installed and maintained.
- Hearing protection may be needed when operating with an open operator station and cab or when not properly maintained or doors/windows open for extended periods or in noisy environments.

## Operating Weights

|                          |           |            |
|--------------------------|-----------|------------|
| Front Axle – Empty       | 14 050 kg | 30,974 lb  |
| Center Axle – Empty      | 4646 kg   | 10,242 lb  |
| Rear Axle – Empty        | 4426 kg   | 9,757 lb   |
| Total – Empty            | 23 122 kg | 50,975 lb  |
| Front Axle – Rated Load  | 2500 kg   | 5,511 lb   |
| Center Axle – Rated Load | 10 750 kg | 23,699 lb  |
| Rear Axle – Rated Load   | 10 750 kg | 23,699 lb  |
| Total – Rated Load       | 24 000 kg | 52,910 lb  |
| Front Axle – Loaded      | 16 549 kg | 36,484 lb  |
| Center Axle – Loaded     | 15 397 kg | 33,944 lb  |
| Rear Axle – Loaded       | 15 176 kg | 33,457 lb  |
| Total – Loaded           | 47 122 kg | 103,886 lb |

## Body Plate Thickness

|             |       |         |
|-------------|-------|---------|
| Front Plate | 7 mm  | 0.28 in |
| Base Plate  | 13 mm | 0.51 in |
| Side Plates | 11 mm | 0.43 in |

## Service Refill Capacities

|                                 |            |            |
|---------------------------------|------------|------------|
| Fuel Tank                       | 412.0 L    | 91.0 gal   |
| Cooling System                  | 83.0 L     | 18.0 gal   |
| Steering/Hoist Hydraulic System | 110.0 L    | 24.0 gal   |
| Engine Crankcase                | 38.0 L     | 8.0 gal    |
| Transmission                    | 47.0 L     | 10.0 gal   |
| OTG                             | 24.0 L     | 5.0 gal    |
| Final Drives (each)             | 7.5 L      | 1.6 gal    |
| Axles (each)                    | 26/28/26 L | 6/8/08 gal |
| Diesel Exhaust Fluid (DEF) Tank | 20.0 L     | 4.0 gal    |

## Body Hoist

|            |            |
|------------|------------|
| Raise Time | 10 Seconds |
| Lower Time | 8 Seconds  |



オフロード車2014年  
基準適合

AEXQ2698-01 (2-2020)  
Build Number: 04A  
(N Am, Eur, Aus-NZ, Jpn)



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.**

**THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000. THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.**

**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.**

©2018 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.