

Ring Power®



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

Prepared For:
Florida Sheriff's Association

8/5/2020

Item #52: (1) NEW CATERPILLAR 308 HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item #52: Group: Hydraulic Excavator - 15,590 LB and Options
Contract Dates: October 1, 2020 through September 30, 2023

BID SPECIFICATION:

1. WEIGHT: a. Minimum operating weight 15,590 lb. 2. ENGINE: a. Diesel engine, 53 horsepower b. Spin on type filter c. Two stage air cleaner 3. TRAVEL SYSTEM: a. Travel speed of 3.0 mph 4. HYDRAULIC SYSTEM: a. Standard auxiliary hydraulic valve b. Main hydraulic system flow 33.8 GPM 5. UNDERCARRIAGE: a. Overall track length 9'1" b. Overall track width 11' minimum 7'6" c. Shoe width 17.7" minimum 6. OPERATING STATION: a. Cab to be air conditioned, heated and pressurized filtration system b. Intermittent windshield wipers c. Opening front windshield d. Vibration dampening cab mounts e. Adjustable suspension type operator seat with safety belt f. Tinted safety glass g. Engine monitoring system with audible alarms h. Work lights 7. STICK, BOOM, BUCKET: a. Boom and stick combination to allow minimum reach at ground level of 20'11" b. Bucket to be general purpose bucket, appropriately sized for machine and included. 8. SWING SYSTEM: a. Swing radius 5' approximate b. Swing speed 9.0 rpm 9. MISCELLANEOUS: a. Fuel capacity of 26 gallons

BASE MACHINE

582-6823	308 07A CR MHE DCA8B
512-1401	308 07A CR MINI EXCAVATOR
511-6253	ELECTRICAL ARR, C3.3 HRC
518-6184	ENGINE, EPA TIER 4 FINAL
562-3698	STD BLADE, STD U/C, TG W/ PAD
563-2071	STICK, LONG, W/ THUMB BRACKET
510-6070	SEAT, AIR SUSP, FABRIC, HEATED
522-6460	CAT KEY, W/ PASSCODE OPTION
522-6475	MONITOR, STD, CAMERA READY
512-2573	BOOM, SWING
514-8055	LINES, BOOM
514-8067	LINES, STICK

516-1613	LINES, AUX, QC, LONG STK
520-0778	CONTROL, QUICK COUPLER
525-6657	COUNTERWEIGHT, EXTRA
382-8757	DRAIN, ECOLOGY
510-6085	BELT, SEAT, 76MM RETRACTABLE
511-6157	ALARM, TRAVEL
511-6216	LIGHTS, STANDARD
511-6219	RADIO
557-5123	PRODUCT LINK, CELLULAR, PLE643
511-6235	CAMERA, REAR VIEW
415-2556	HEATER, WATER JACKET
568-1567	LINKAGE, BUCKET W/ LIFTING EYE
557-1709	SOFTWARE, PROP, CONTROL
557-1710	SOFTWARE, STICK STEER CONTROL
557-1711	KIT, 2 WAY CONTROL
557-1713	SOFTWARE, CODED START
523-3993	INSTRUCTIONS, ANSI
552-5984	FILM, CANADA
555-8731	FILM, COUPLER, ISO
295-5952	BUCKET-HD, 24", .30 YD3

Ring Power Corporation



Cat® 308 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat® 308 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- A sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance help you get the job done more efficiently, and dig-to-blade allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. A back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications

Engine

Engine Model	Cat C3.3B	
Rated Net Power @ 2,200 rpm		
U.S. EPA Tier 4 Final	52.4 kW	70.3 hp
EU Stage V	53.3 kW	71.5 hp
ISO 9249/EEC 80/1269		
Gross Power		
ISO 14396	55.4 kW	74.3 hp
Bore	94 mm	3.7 in
Stroke	120 mm	4.7 in
Displacement	3.33 L	203 in³

Weights

Minimum Operating Weight with Cab*	8440 kg	18,610 lb
Maximum Operating Weight with Cab**	9105 kg	20,077 lb

*Minimum Weight is based on rubber tracks, no counterweight, operator, full fuel tank, standard stick, blade and no bucket.

**Maximum Weight is based on steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

Weight Increase from Minimum Configuration

Counterweight	250 kg	552 lb
Long Stick	66 kg	146 lb
Steel Tracks with Pads	341 kg	752 lb



308 CR Mini Hydraulic Excavator

Travel System

Travel Speed – High	5.1 km/h	3.2 mph
Travel Speed – Low	3.1 km/h	1.9 mph
Maximum Traction Force – High Speed	27.8 kN	6,250 lbf
Maximum Traction Force – Low Speed	67.5 kN	15,175 lbf
Ground Pressure – Minimum Weight	36.9 kPa	5.4 psi
Ground Pressure – Maximum Weight	39.8 kPa	5.8 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	11.2 L	3.0 gal
Fuel Tank	147 L	39 gal
Hydraulic Tank	53 L	14 gal
Hydraulic System	110 L	29 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	167 L/min	44 gal/min
Operating Pressure – Equipment	285 bar	4,134 psi
Operating Pressure – Travel	285 bar	4,134 psi
Operating Pressure – Swing	250 bar	3,626 psi
Auxiliary Circuit – Primary		
Flow	131 L/min	35 gal/min
Pressure	285 bar	4,134 psi
Auxiliary Circuit – Secondary		
Flow	33 L/min	9 gal/min
Pressure	285 bar	4,134 psi
Digging Force – Stick (Standard)	42.3 kN	9,509 lbf
Digging Force – Stick (Long)	35.7 kN	8,032 lbf
Digging Force – Bucket	62.0 kN	13,946 lbf

Swing System

Machine Swing Speed	10.6 rpm
Boom Swing – Left	60 degrees
Boom Swing – Right	50 degrees

Blade

Width (Standard)	2300 mm	91 in
Width (Wide)	2450 mm	97 in
Height	431 mm	17 in

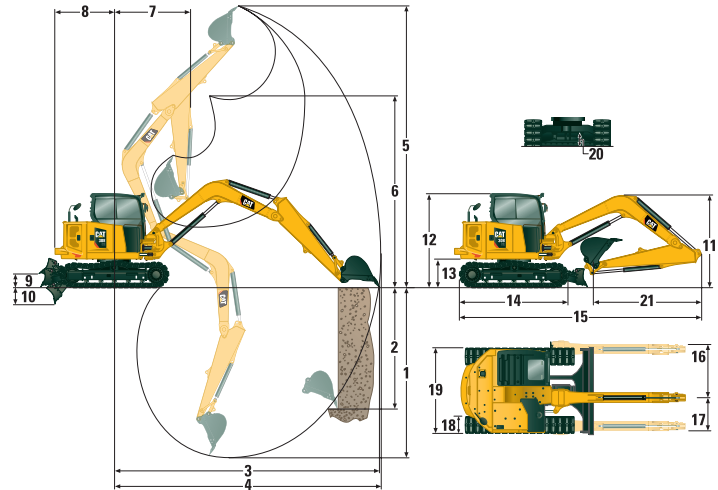
Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level II)

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	99 dB(A)

• European Union Directive “2000/14/EC”



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	4108 mm (162 in)	4643 mm (183 in)
2 Vertical Wall	2991 mm (118 in)	3404 mm (134 in)
3 Maximum Reach at Ground Level	6949 mm (274 in)	7460 mm (294 in)
4 Maximum Reach	7141 mm (281 in)	7637 mm (301 in)
5 Maximum Dig Height	6736 mm (265 in)	7039 mm (277 in)
6 Maximum Dump Clearance	4760 mm (187 in)	5072 mm (200 in)
7 Boom in Reach	3059 mm (120 in)	3215 mm (127 in)
8 Tail Swing		
with Counterweight	1645 mm (65 in)	1645 mm (65 in)
without Counterweight	1450 mm (57 in)	1450 mm (57 in)
9 Maximum Blade Height	370 mm (15 in)	370 mm (15 in)
10 Maximum Blade Depth	407 mm (16 in)	407 mm (16 in)
11 Transport Height	2487 mm (98 in)	2522 mm (99 in)
12 Cab Height	2541 mm (100 in)	2541 mm (100 in)
13 Swing Bearing Height	756 mm (30 in)	756 mm (30 in)
14 Overall Undercarriage Length	2880 mm (113 in)	2880 mm (113 in)
15 Overall Shipping Length	6571 mm (259 in)	6656 mm (262 in)
16 Boom Swing Right	935 mm (37 in)	935 mm (37 in)
17 Boom Swing Left	604 mm (24 in)	604 mm (24 in)
18 Track Belt/Shoe Width	450 mm (18 in)	450 mm (18 in)
19 Overall Track Width	2300 mm (91 in)	2300 mm (91 in)
20 Ground Clearance	350 mm (14 in)	350 mm (14 in)
21 Stick Length	1823 mm (72 in)	2358 mm (93 in)

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg of refrigerant which has a CO₂ equivalent of 1.430 metric tonnes.

308 CR Mini Hydraulic Excavator

Lift Capacities – Minimum Configuration*

Lift Point Height			Lift Point Radius 3 m (9.8 ft)			Lift Point Radius 4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				2445 (5,391)	1870 (4,123)	1630 (3,594)	2195 (4,840)	1490 (3,285)	1300 (2,867)	5.13 (16.8)
	Long Stick	kg (lb)							1625 (3,583)	1235 (2,723)	1075 (2,370)	5.74 (18.8)
3 m (9.8 ft)	Standard Stick	kg (lb)				2770 (6,108)	1805 (3,980)	1565 (3,451)	2130 (4,697)	1160 (2,558)	1010 (2,227)	5.90 (19.4)
	Long Stick	kg (lb)				2400 (5,292)	1825 (4,024)	1580 (3,484)	1585 (3,495)	995 (2,194)	865 (1,907)	6.42 (21.1)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				3345 (7,376)	1685 (3,715)	1450 (3,197)	2305 (5,083)	1060 (2,337)	915 (2,018)	6.13 (20.1)
	Long Stick	kg (lb)				3080 (6,791)	1685 (3,715)	1450 (3,197)	1695 (3,737)	915 (2,018)	790 (1,742)	6.63 (21.8)
0 m (0 ft)	Standard Stick	kg (lb)	3750 (8,269)	2970 (6,549)	2460 (5,424)	3535 (7,795)	1600 (3,528)	1370 (3,021)	2365 (5,215)	1090 (2,403)	945 (2,084)	5.89 (19.3)
	Long Stick	kg (lb)	3845 (8,478)	2920 (6,439)	2405 (5,303)	3480 (7,673)	1570 (3,462)	1340 (2,955)	1990 (4,388)	935 (2,062)	805 (1,775)	6.42 (21.1)

*Minimum Weight includes rubber belts, cab, operator, full fuel tank, no counterweight and no bucket.

Lift Capacities – Maximum Configuration**

Lift Point Height			Lift Point Radius 3 m (9.8 ft)			Lift Point Radius 4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				2445 (5,391)	2090 (4,608)	1820 (4,013)	2195 (4,840)	1675 (3,693)	1460 (3,219)	5.13 (16.8)
	Long Stick	kg (lb)							1625 (3,583)	1395 (3,076)	1215 (2,679)	5.74 (18.8)
3 m (9.8 ft)	Standard Stick	kg (lb)				2770 (6,108)	2025 (4,465)	1760 (3,881)	2130 (4,697)	1315 (2,900)	1145 (2,525)	5.90 (19.4)
	Long Stick	kg (lb)				2400 (5,292)	2045 (4,509)	1775 (3,914)	1585 (3,495)	1135 (2,503)	990 (2,183)	6.42 (21.1)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				3345 (7,376)	1905 (4,201)	1645 (3,627)	2305 (5,083)	1205 (2,657)	1050 (2,315)	6.13 (20.1)
	Long Stick	kg (lb)				3080 (6,791)	1905 (4,201)	1640 (3,616)	1695 (3,737)	1050 (2,315)	910 (2,007)	6.63 (21.8)
0 m (0 ft)	Standard Stick	kg (lb)	3750 (8,269)	3750 (8,269)	2795 (6,163)	3535 (7,795)	1820 (4,013)	1565 (3,451)	2365 (5,215)	1250 (2,756)	1080 (2,381)	5.89 (19.3)
	Long Stick	kg (lb)	3845 (8,478)	3845 (8,478)	2745 (6,053)	3480 (7,673)	1790 (3,947)	1535 (3,385)	1990 (4,388)	1075 (2,370)	930 (2,051)	6.42 (21.1)

**Maximum Weight includes steel tracks with pads, cab, operator, full fuel tank, counterweight and no bucket.

308 CR Mini Hydraulic Excavator

EQUIPMENT

ENGINE

- Cat C3.3B Diesel Engine (U.S. EPA Tier 4 Final/EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)
- Automatic Engine Idle
- Automatic Engine Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Radial Seal – Double Element Air Filter
- Extended Life Coolant, –37° C (–35° F)
- Ecology Drain

HYDRAULICS

- Smart Tech Electronic Pump
- Variable Displacement Piston Pump
- Load Sensing/Flow Sharing Hydraulics
- Power On Demand
- Hydraulic Temperature Monitoring
- Certified Accumulator
- HYDO Advanced Hydraulic Oil

OPERATOR ENVIRONMENT

- Sealed and Pressurized Cab
- Operator Sound Pressure 72 dB(A) ISO 6396:2008
- Stick Steer Mode
- Travel Cruise Control
- Control Pattern Changer
- Adjustable Wrist Rests
- Molded Footrests
- Removable, Washable Floor Mat

- Travel Pedals and Hand Levers
- Cat Key with Passcode Option
- HVAC with Automatic Temperature Control
- Hydraulic Lockout Controls
- Integrated Lower Front Window
- Assisted Front Window Overhead Storage
- Rear Window Emergency Exit
- Fabric, High Back, Suspension Seat
- Retractable Seat Belt (75 mm/3 in)
- Coat Hook
- Cup Holder
- LED Interior Light
- Literature Holder
- 12V Power Socket
- Radio – Bluetooth®, USB, Auxiliary, Microphone
- Skylight
- Mounting Bosses for Top and Front Guards
- ROPS – ISO 12117-2:2008
- TOPS – ISO 12117:1997
- Top Guard – ISO 10262:1998 (Level II)
- Color LCD Monitor
 - Fuel Level and Coolant Temperature Gauges
 - Maintenance and Machine Monitoring
 - Performance and Machine Adjustments
 - Numeric Security Code
 - Multiple Languages
 - Camera Ready
 - Hour Meter with Wake Up Switch
 - Jog Dial Control Interface

UNDERCARRIAGE

- Greased and Lubricated Track
- Hydraulic Track Adjusters
- Tie Down Eyes on Track Frame
- Dozer Blade
- Dozer Float
- Bolt-on, Reversible Wear Edge
- Rubber Tracks

BOOM, STICK AND LINKAGES

- One Piece Boom (3400 mm/133.9 in)
- Standard Stick (1820 mm/71.7 in)
- Long Stick (2360 mm/92.9 in)
- Front Shovel Capable (Pin-On/Manual Coupler/Hydraulic Coupler – not available in all regions)
- Thumb Ready (not available in all regions)
- Certified Lifting Eye (not available in all regions)

ELECTRICAL

- 12 Volt Electrical System
- 60 Ampere Alternator
- 900 CCA Maintenance Free Battery
- Circuit Breaker
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Product Link™ Elite Lite (regulations apply)
- Travel Alarm

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Rain Visor
- Air Suspension Heated Seat

ELECTRICAL

- Rearview Camera
- Rotating Beacon

OTHER

- Attachments including Buckets, Augers and Hammers
- Steel Tracks (450 mm/17.7 in wide)
- Steel Track with Rubber Pads
- Wide Steel Tracks (600 mm/23.6 in)
- Wide Dozer Blade
- 2nd Auxiliary Hydraulic Lines with Case Drain
- Additional Counterweight

- Boom and Stick Hose Burst Check Valves
- Bucket Linkage with Lift Eye
- Track Guides
- Water Jacket Heater
- Refueling Pump
- Variable Angle Boom (please see 308 CR VAB brochure for VAB specs and additional information)
- Cab Guarding

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at 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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AEHQ8163-02 (08-2019)
Replaces AEHQ8163-01
(North America, Europe, ANZP)



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

CATERPILLAR LIMITED WARRANTY

Designated Machines with 24 Months/2000 Hour Warranty

USA & Canada

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

- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, and Skid Steer Loaders sold in USA or Canada.
- 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

These products are covered by other Caterpillar warranties. This warranty is subject to the following:

Warranty Period

For new machines sold in the USA or Canada the warranty period is 24-months/2000 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.

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, 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.

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