

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

Prepared For: Florida Sheriff's Association 8/5/2020

Item #78: (1) NEW CATERPILLAR 336 HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association Bid # FSA20-EQU18.0 Item #78: Group: EXCAVATOR: Hydraulic Excavator - 76,550 LB Op Weight Contract Dates: October 1, 2020 through September 30, 2023

BID SPECIFICATION:

1. <u>WEIGHT:</u> a. Minimum operatiing weight - 76,550 2. <u>ENGINE:</u> a. Turbocharged diesel engine 257 HP b. Spin on type filters c. Two stage air cleaner 3. <u>TRAVEL SYSTEM:</u> a. Travel speed of 2.9 mph 4. <u>HYDRAULIC SYSTEM:</u> a. Standard auxilliary hydraulic valve b. Main hydraulic system flow 144 GPM minimum 5. <u>UNDERCARRIAGE:</u> a. Overal track length 16'2" b. Overall track width 10'6" c. Shoe width 24" 6. <u>OPERATING STATING:</u> a. Cab to be air conditioned, heated and pressurized filtration system b. Intermittent windshield wipers c. Opening front windshield d. Vibration dampering cab mounts e. Adjustable suspension type operator seat with safety belt. Tinted safety glass g. Engine monitoring system with audible alarm h. Work lights 7. <u>STICK, BOOM, BUCKET:</u> a. Boom and stick combination to allow minimum reach at ground level of 35'6" b. Bucket to be a general purpose bucket, appropriately sized for machine and included 8. <u>SWING SYSTEM:</u> a. Swing radius 12 b. Swing speed 9.2 RPM 9. <u>MISCELLANEOUS:</u> a. Fuel capacity of 145 gallons minimum

BASE MACHINE

581-8556	336 07B HEX CFG1A
526-5211	COMMON ARRANGEMENT
523-7793	336-07B HEX
465-4853	FRAME, SWING STD, BUMPER READY
514-3560	BEARING, SWING STD
523-7796	LONG UC W/ HD ROLLER
575-2694	COUNTERWEIGHT, 14,990LBS(6.8MT)
502-7166	RADIO, W/BLUETOOTH
577-7869	LINES, A/C
498-7505	GUARD, BOTTOM HD
502-1308	GUARD, TRAVEL MOTOR HD
513-3214	SENSOR, PRESSURE, EOU

577-6874 LIGHT, CHASSIS 488-6816 MACHINE ECM 490-7715 PEDAL, STRAIGHT TRAVEL 524-8272 RECEIVER, BLUETOOTH	
490-7715 PEDAL, STRAIGHT TRAVEL	
134-8887 GUARD, SWIVEL	
522-0461 TRAVEL ALARM	
504-4483 FINE SWING	
502-5358 ETHER STARTING AID	
578-1028 BOOM, REACH 21' 4"	
512-1352 STICK, R12' 10"	
521-8024 LINKAGE, BKT DB W/ EYE GRADE	
523-7799 BOOM TUBE W/EOU	
512-0983 CYLINDER, BOOM	
512-0995 CYLINDER, STICK	
512-0999 CYLINDER, BKT DB	
511-9759 TRACK, 33" TG	
502-1304 GUARD, TRACK GUIDE SEGMENTEI	ר
576-6953 HYDRAULIC PKG, STANDARD	2
550-7622 LINES, DRAIN, PGC	
514-7210 SWITCH, DISCONNECT W/JS	
578-6755 CAMERA, REAR + RH VIEW	
577-6895 LIGHTS, REACH BOOM RH & LH	
577-3853 LIGHTS, CAB, W/O 360	
546-0111 CAB, DELUXE	
484-8021 WIPER, RAIDAL W/O LOWER	
511-9428 MONITOR, 10"	
516-0550 GRADE W/ 2D, ASSIST & PAYLOAD	
517-5967 GRADE SENSOR, REACH BOOM	
517-5969 GRADE SENSOR, R12' 10" STICK	
555-7286 NETWORK MANAGER, STD	
580-5996 PROD LINK, PLE643/PLE743 RADIC)
512-5995 FAN, REVERSE	
548-0199 DOOR, RADIATOR, W/O SCREEN	
578-1023 DECALS, EXTERIOR ANSI	
573-4351 DECALS, CAB ANSI	
520-9418 FILM, OPERATING PATTERN, 2WAY	(
528-4738 FILM, EMC	
564-8002 FILM, ROPS CERTIFICATION	
0P-3380 INSTRUCTIONS, ENGLISH	
513-4370 BATTERY, COLD WEATHER	
504-3550 TERMINALS, JUMP START	
327-6552 MIRROR, CAB, W/O GUARD	
548-0292 MIRROR, RH SIDE, FRONT & REAR	
512-1389 QUICK DRAINS READY	

517-4758	CONTROL, QC	
503-9810	LINES, QC, REACH BOOM	
321-0139	LINES, QC, R12' 10" STICK	
528-4606	BKT HD 60" 2.46 YD3 DB	
357-2698	SIDECUTTERS, HEAVY DUTY	
505-4113	TIP, PENETRATION PLUS ADVANSYS	

Ring Power Corporation



Cat[®] 336 Hydraulic Excavator

The Cat[®] 336 excavator brings premium performance with simple-to-use technologies like Cat GRADE with 2D, Grade Assist, Lift Assist, and Payload – all standard equipment from the factory to boost your operator efficiencies up to 45 percent. Combine these features with a new cab, longer maintenance intervals that lower your maintenance costs up to 15 percent, and a power system that improves fuel efficiency up to 15 percent and you have a low-cost-per-unit-of-production excavator that's perfect for your applications.

Not all features available in all regions. Consult your Cat dealer for specific configurations available in your region.

High Performance with Lower Fuel Consumption

- Increase operating efficiency up to 45 percent with standard Cat technologies that lower operator fatigue and operating costs, including fuel consumption and daily maintenance.
- Get up to 15 percent higher fuel efficiency more work per unit of fuel than the Cat 336F excavator.
- The C9.3B engine can run on biodiesel up to B20 and meets U.S. EPA Tier 4 Final, EU Stage V, and Japan 2014 emission standards.
- Match the excavator to the job with three power modes Power, Smart, and Eco. Smart mode automatically matches engine and hydraulic power to digging conditions, providing max power when needed and reducing power when it isn't to help save fuel.
- Advansys[™] bucket tips increase penetration and improve cycle times. Tip changes can be done quickly with a simple lug wrench instead of a hammer or special tool, improving safety and uptime.
- Auxiliary hydraulic options give you the versatility to use a wide range of Cat attachments.
- Don't let the temperature stop you from working. This excavator has a high-ambient capability of 52° C (125° F) and cold start capability of –18° C (0° F).

Boost Efficiency and Productivity with Integrated Cat Technologies

- Boost productivity up to 45 percent versus traditional grading with standard Cat GRADE with 2D system includes indicate-only and laser capability.
- Standard Grade Assist: Stay on grade simply and effortlessly with single-lever digging.
- Set your desired bucket angle and let Bucket Assist automatically maintain the angle in sloping, leveling, fine grading, and trenching applications.
- Keep the tracks on ground in lifting and hard digging with Boom Assist.
- Automatically stop excavator swing at operator-defined set points in truck loading and trenching applications with Swing Assist, which will help you use less effort and consume less fuel.

- Standard Cat PAYLOAD on-board weighing system: Achieve precise load targets and increase loading efficiency with on-the-go weighing and real-time estimates of your payload without swinging.
- Combine Payload with VisionLink[®] and remotely manage your production targets or take payload data with you. The monitor's USB port lets you download your results from one shift all the way up to 30 days of work so can manage your progress without needing an internet connection or VisionLink subscription.
- Upgrade to optional Cat GRADE with Advanced 2D: Create and edit grade designs with ease on a second high-resolution 254 mm (10 in) touchscreen monitor.
- Upgrade to optional Cat GRADE with 3D: Create and edit designs with ease and see the front linkage's full range of motion on a second high-resolution 254 mm (10 in) touchscreen monitor.
- Know the excavator's exact position relative to GPS and GLONASS systems. The machine automatically compensates for excavator pitch and roll caused by sloping ground conditions.
- Use the excavator's onboard cell technology to quickly connect to 3D services like Virtual Reference Station, Internet Base Service Station, and Trimble Connected Community.
- Already invested in another brand's 3D system? No problem. Standard Cat technology like GRADE with 2D can readily integrate with that system to give you the precise results you need.
- Remote Troubleshoot connects you to a dealer service pro to help solve your problem and quickly get you to work.
- Remote Flash works around your schedule to ensure your machine's software is up to date for optimal performance.
- The Cat App helps you manage fleet location, hours, and maintenance schedules; it also alerts you for required maintenance and even allows you to request service from your local Cat dealer.
- Standard Product Link[™] provides location, machine hours, fuel usage, productivity, idle time, diagnostic codes, and other machine data on demand through VisionLink online interface, helping you improve jobsite efficiency with lower operating costs.



Work in Comfort in the All-New Cab

- Choose between Deluxe and Premium cabs both with automatic climate control.
- Stay warm with the Deluxe heated seat; stay warm and cool with the Premium heated and ventilated seat.
- Get in and out of the cab easier using the tip-up left console.
- Advanced viscous mounts reduce cab vibration up to 50 percent over previous excavator models.
- Control the excavator comfortably with easy-to-reach controls all located in front of you.
- Stow your gear with plenty of in-cab storage beneath and behind the seat, overhead, and in the consoles.
- Use the standard radio's USB ports and Bluetooth® technology to connect personal devices and make hands-free calls.

Simple to Operate

- Start the engine with a push button; use a Bluetooth key fob, smartphone app, or the unique Operator ID function.
- Program each joystick button, including power mode, response, and pattern, using Operator ID; the machine will remember what you set each time you go to work.
- Program up to four depth and slope offsets so you can easily get to grade without a grade checker a real time saver and safety enhancer on the jobsite.
- Protect your hammer from overworking. Auto hammer stop warns you after 15 seconds of continuous firing and then automatically shuts it off after 30 seconds all to prevent wear and tear on the attachment and excavator.
- Automatic hydraulic oil warm up gets you to work faster in cold temperatures and helps prolong the life of components.
- Navigate quickly on the standard high-resolution 203 mm (8 in) touchscreen monitor, or with the optional 254 mm (10 in) touchscreen monitor, or with the aid of the jog dial control.
- A second 254 mm (10 in) monitor is available for the Cat GRADE with Advanced 2D and Cat GRADE with 3D.
- The Cat PL161 Attachment Locator is a Bluetooth device that makes finding your attachments and other gear quick and easy. The excavator's onboard Bluetooth reader or Cat App on your phone will locate the device automatically.
- Save more time and energy with available work tool recognition. A simple shake of the attached tool confirms its identity; it also ensures all the attachment settings are correct so you can get to work quickly and efficiently.
- Not sure how a function works or how to maintain the excavator? Always have the operator's manual at your fingertips in the touchscreen monitor.

Maintenance

- Expect up to 15 percent less maintenance cost than the 336F due to extended service intervals. (Savings calculated over 12,000 machine hours.)
- Check hydraulic system oil and easily drain fuel system water and fuel tank water from ground level.
- Track your excavator's filter life and maintenance intervals via the in-cab monitor.
- Change all fuel filters at a synchronized 1,000 hours. Oil and fuel filters grouped and located on right-hand side of machine for easy maintenance.
- The advanced air intake filter with precleaner has double the dust holding capacity of the previous air intake filter.
- The new hydraulic oil filter provides improved filtration performance, anti-drain valves to keep oil clean when the filter is replaced, and longer life with a 3,000 hour replacement interval 50 percent longer than previous filter designs.
- The new high-efficiency hydraulic fan has an optional automatic reverse function to keep cores free from debris, eliminating the need for any operator interaction.
- S·O·SSM ports simplify maintenance and allow for quick, easy extraction of fluid samples for analysis.

Safety

- Standard 2D E-Fence is integrated right out of the factory, which prevents the excavator from moving outside of operator-defined set points.
- Lift Assist helps you avoid tipping by letting you know if your load is within the excavator's safe working range limits.
- The standard ROPS cab meets ISO 12117-2:2008 requirements.
- A travel direction indicator helps operators know which way to activate the travel levers.
- Enjoy great visibility into the trench, in each swing direction, and behind you with the help of smaller cab pillars, larger windows, and a flat engine hood design.
- A ground-level shutoff switch stops all fuel to the engine when activated and shuts down the machine.
- Rear and right-hand-sideview cameras are standard. Upgrade to 360° visibility and you'll easily visualize objects and personnel around the excavator in a single view.
- Serrated steps and anti-skid punch plate on the service platform help prevent slipping.

Standard and Optional Equipment

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

BOOMS AND STICKS6.18 m (20'3") Mass boom6.5 m (21'4") Reach boom6.5 m (21'4") HD Reach boom2.55 m (8'4") stick2.8 m (9'2") stick3.2 m (10'6") stick3.2 m (10'6") HD stick3.9 m (12'10") stick3.9 m (12'10") HD stickELECTRICAL SYSTEMMaintenance-free 1,000 CCA batteries (×2)Centralized electrical disconnect switchLED chassis light, LH and RH boom lights, cab lights		✓ ✓
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LED chassis light, LH and RH boom lights,	√	
e	√	
e	√	
CAT TECHNOLOGY		
Cat Product Link	\checkmark	
Cat GRADE with 2D	\checkmark	
Cat GRADE with Advanced 2D		\checkmark
Cat GRADE with 3D		√
Cat GRADE with Assist	\checkmark	
Cat PAYLOAD	\checkmark	
E-Fence	\checkmark	
Lift Assist	\checkmark	
Remote Services capability	\checkmark	
SERVICE AND MAINTENANCE		
Grouped location of engine oil	√	
and fuel filters		
Scheduled Oil Sampling (S·O·S) ports	\checkmark	
QuickEvac™ maintenance ready		\checkmark
Electric refueling pump with auto shutoff		~
SAFETY AND SECURITY		
Caterpillar One Key security system	√	
Lockable external tool/storage box	√	
Lockable door, fuel, and hydraulic tank locks	s √	
Lockable fuel drain compartment	\checkmark	
Service platform with anti-skid plate	\checkmark	
and recessed bolts		
RH handrail and hand hold	\checkmark	
(ISO 2867:2011 compliant)		
Standard visibility mirror package	\checkmark	
Signaling/warning horn	\checkmark	
Ground-level secondary engine	\checkmark	
	\checkmark	
Rear and right-hand-sideview cameras		\checkmark
Rear and right-hand-sideview cameras 360° visibility		\checkmark
	Standard visibility mirror package Signaling/warning horn Ground-level secondary engine shutoff switch Rear and right-hand-sideview cameras	Standard visibility mirror package✓Signaling/warning horn✓Ground-level secondary engine shutoff switch✓Rear and right-hand-sideview cameras✓360° visibilityBoom lowering check valve✓

Technical Specifications

Engine		
Engine Model	C9.:	3B
Engine Power – ISO 9249	232 kW	311 hp
Engine Power – ISO 14396	234 kW	314 hp
Bore	115 mm	5 in
Stroke	149 mm	6 in
Displacement	9.3 L	568 in ³

Hydraulic System		
Main System – Maximum Flow – Implement	558 L/min (279 × 2 pumps)	147 gal/min (74 × 2 pumps)
Maximum Pressure – Equipment – Implement	35 000 kPa	5,076 psi
Maximum Pressure – Equipment – Lift Mode	38 000 kPa	5,511 psi
Maximum Pressure – Travel	35 000 kPa	5,076 psi
Maximum Pressure – Swing	29 400 kPa	4,264 psi

Swing Mecha	nism	
Swing Speed	8.7	5 rpm
Maximum Swing Torque	144 kN⋅m	106,228 lbf-ft

Weights		
Operating Weight	37 200 kg	81,900 lb
 Long undercarriage, Reach boom, R3.9DB (12'10 (2.97 yd³) bucket, 850 mm (33") triple grouser she counterweight. 		

Service Refill Capaci	ties	
Fuel Tank Capacity	600 L	158.5 gal
Cooling System	40 L	10.5 gal
Engine Oil (with filter)	32 L	8.5 gal
Swing Drive (each)	18 L	4.8 gal
Final Drive (each)	8 L	2.1 gal
Hydraulic System (including tank)	373 L	98.5 gal
Hydraulic Tank	161 L	42.5 gal
DEF Tank	80 L	21.1 gal

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.00 kg of refrigerant, which has a CO₂ equivalent of 1.430 metric tonnes.

Dimensions		
Boom	Reach Boom 6	i.5 m (21'4")
Stick	Reach Stick 3.	9 m (12'10")
Bucket	GDC 2.27 m ³	(2.97 yd³)
Shipping Height (top of cab)	3170 mm	10'4"
Handrail Height	3160 mm	10'4"
Shipping Length	11 200 mm	36'8"
Tail Swing Radius	3530 mm	11'6"
Counterweight Clearance	1250 mm	4'1"
Ground Clearance	510 mm	1'8"
Track Length	5030 mm	16'6"
Track Length to Center of Rollers	4040 mm	13'3"
Track Gauge – Long Undercarriage	2590 mm	8'5"
Transport Width – 850 mm (33") shoes	3440 mm	11'3"

Working Ranges and F	Forces	
Boom	Reach Boom	6.5 m (21'4")
Stick	Reach Stick	3.9 m (12'10")
Bucket	GDC 2.27 m	1³ (2.97 yd³)
Maximum Digging Depth	8200 mm	26'10"
Maximum Reach at Ground Level	11 730 mm	38'5"
Maximum Cutting Height	10 740 mm	35'2"
Maximum Loading Height	7490 mm	24'6"
Minimum Loading Height	1900 mm	6'2"
Maximum Depth Cut for 2440 mm (8'0") Level Bottom	8060 mm	26'5"
Maximum Vertical Wall Digging Depth	6360 mm	20'10"
Bucket Digging Force (ISO)	210 kN	47,160 lbf
Stick Digging Force (ISO)	144 kN	32,440 lbf

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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A terials 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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AEXQ2350-03 (09-2019) Replaces AEXQ2350-02 Build Number: 07B (EU, N Am, ANZ, Jpn)



Earthough	 These products are are These products are This warranty is subject and warranty period For new machines a 12-months/unlimited For new machines a 12-months/unlimited Note: For new machines a 12-months/unlimited Note: For new machines a 12-months/unlimited Note:	ling, Forestry and de erplilar warranty period is ments the warranty period is ate of delivery to the first user. isconnect components sold raulic excavators, skid steer arable excavators, skid steer ing from the date of delivery is, Hard Rock Movers, Hard date Rock Conveyors, Hard date Rock Conveyors, Hard date not the exceed 24 months pronent from the Caterpillar	Paving Machines Jser Responsibilities The user is responsibilities The user is responsibilities 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, except as stated under "Caterpillar Responsibilities." Premium or overtime labor costs, except as stated under "Caterpillar Responsibilities." Premium or overtime labor costs, except as stated under "Caterpillar ducated usual and customary. Premium or overtime labor costs. 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
 These products are covered by other Caterpillar warranties. This warranty is subject to the following: 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, multi brrain loaders, hard Kook Mowers, Hard Rock Mowers, Hard Rock Konschopenders, the warranty period is 50 hours starting from the date of delivery to the first user. For Draglines, Electric Rope Shovels, Hard Rock Mowers, Hard Rock Konson et al. For Draglines, Electric Rope Shovels, Hard Rock Mowers, Hard Rock Konson et al. For Stoppots; the warranty period is 50 hours starting from the date of delivery in the transformation exceeders. Hard Rock Mowers, Hard Rock Konverson, Hard Rock Konverson, Hard Rock Konverson, Hard Rock Konson et al. For Draglines, Electric Rope Shovels, Hard Rock Mowers, Hard Rock Konvers, Hard Rock Konson et al. For Draglines, Electric Rope Shovels, Hard Rock Mowers, Hard Rock Konson et al. For Stoppots; the warranty period is to exceeder to annufacture. For Provide repaired parts or assembled to the component from the Caterpillar Limit place of manufacture. Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar Limit approved replaced to contect the defect. Rote: New, remanufactured, or Caterpillar approved replacement or the service items replaced under the terms of this warranty period to the product in which the remainder of the warranty period contect on the product in which the remainder of t			 Jser 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, except as stated under "Caterpillar Responsibilities." Premium or overtime labor costs. Perts 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.
 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, and compact mack/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 Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpilar place of manufacture. For Draglines, Fleetric Rope Shovels, Hard Rock Movers, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpilar place of manufacture. Provide (at Caterpilar Null, during how warranty period is for Caterpilar Null, during normal working hours and at a place of business of a Cateopolitar Null, during normal working hours and at a place of business of a Cateopolitar of the same approved by Caterpilar place of manufacture or assembled components needed to correct the defect. Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar provide (at Caterpillar's choice) new, remanufactured, or Caterpillar defection Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar defect. New, remanufactured, or Caterpillar proved replaced under the terms of this warranty are warranted for the remainder of the warranty period appriored to the product in which installed as if such parts were original components of that product. Replace Unbricting oil, filters, and the property of Caterpillar. Replace Under the terms of this warranty are warranted for the remainder of the warranty become the property of Caterpillar defect. Replace Unscable by the defect. Provide runsable by the		 ments the warranty period is ate of delivery to the first user. isconnect components sold raulic excavators, skid steer mpact track loader machines, ing from the date of delivery ing from the date of delivery is, Hard Rock Movers, Hard data Rock Conveyors, Hard od is not to exceed 24 months nponent from the Caterpillar 	 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. Premium or overtime labor costs. Premal and customary. Local taxes, if applicable. 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.
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 Provide reasonable and customary labor needed to correct the er defect. 		eze, and other service items	 Failures resulting from abuse, neglect, and/or improper storage or repair.
•	& er	labor needed to correct the	 Failures resulting from user's delay in making the product available after being notified of a potential product problem.
	oaders sold in USA or Canada.	•	 Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

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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:

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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.

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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 ERPAIR OR 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 REPLUD 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 URE. THE INCLUSION OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL URE. THE INCLUSION OTHER REASONABLY TO 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 DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR 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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