



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

Prepared For:
Florida Sheriff's Association

8/5/2020

Item #109: (1) NEW CATERPILLAR 125 KW D125-8 GENERATOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item #109: Group: GENERATOR: 125kW Generator Package
Contract Dates: October 1, 2020 Through September 30, 2023

1. **GENERATOR REQUIREMENTS:** a. Standby duty rated at 125.0 kW, 156.3 KVA, 8 power factor. b. 480 volts c. 3 phase, 60 hertz, 1800 rpm d. Directly connected to the engine flywheel housing with flex coupling. e. Generator shall meet performance class G3 of IEC. f. Unit shall be in compliance with and be UL 2200 labeled. 2. **ENGINE:** a. Water cooled diesel engine, sized for generator set. b. Emission compliant engine. 3. **CONTROLS:** a. Solid state, microprocessor based generator controls. b. Controls shall provide all operating, monitoring and control functions for generator set. 4. **ENCLOSURE/SILENCER:** a. Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure. b. Critical grade silencer. c. Companion flanges. d. Flexible stainless steel exhaust. 5. **FUEL TANK:** a. Double wall sub-base tank integral to enclosure. b. 24 hour capacity at 100% at full load. c. Rupture basin with 110% capacity. d. Locking fuel caps. e. Mechanical fuel level gauge. f. Low fuel level alarm contact. g. Fuel tank rupture alarm contact. h. Must meet UL 142 and FDEP standards. 6. **BATTERY CHARGER:** a. Current limiting battery charger to automatically charge batteries. b. Charger shall be dual charge rate with automatic switching to boost rate when required. c. Charger shall be mounted on genset package. 7. **START UP AND TESTING:** a. Vendor must coordinate all start up and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day start-up including the use of building load. The start-up technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements. 8. **CONDITIONS:** a. In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items: 1. Initial filling of oil and antifreeze. 2. Shrink wrap applied to the product to ensure a clean finish. 3. During the start-up, the technician shall record the following information and provide to the owner for his records: b. Record Operating Voltage, Hz, Ph, and connected load (Amperage) c. Package information consisting of Make of generator (Cat, Wacker, or Tradewinds), Model (TJ125 TP20, DP125, etc.), Serial number of complete package, and Start-up date. d. Record engine and generator serial numbers. 1. One complete set of operation and maintenance manuals. 2. Two (2) year or 1500 hour standard standby generator warranty. Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

BASE MACHINE

NAC160P_I	D125-8, 125 KW Standby Rated Generator Set. Tier 3 EPA Stationary Emergency
ULLIST	UL2200 Listed Package Gen Set
EMCP42_I	EMCP 4.2 Contraol Panel
ESCNONE_I	Standard Warranty- 2 Year Stand By
VFRCON_I	VOLT FREE CONTACTS GENSET RUN
PAA1_I	PANEL MOUNTED AUDIBLE ALARM
SHTAUX_I	Shunt Trip & Auxx Contacts
PPO1_I	OVERLOAD ALARM SWITCH PPO1_I
WSS1_I	LOW COOLANT LEVEL SHUTDOWN 1
FSS_I	Fuel Level Alarms / SD
GFCI_I	GFCI AC RECEPTACLE & WIRING
CB2001B_I	200 Amp First Breaker
SATCBC_I	L1 Sount Attenuated Enclosure
CAN_I	Enclosure Silencer. Critical Grade
IBCWBC1_I	IBC Certification Wind Load Rating
OGNSEAD_I	LC3114G 60Hz SE ALT AD
PMEXC!3_I	Permanent Magnet Excitation

AH1H_I	Space Heater 1H
CPOB_I	Control Panel Options Box
STDAIR_I	Standard Air Cleaner Light Duty
ENGOPT_I	Engine Options Harness
NOSUS1B_I	NO SUSE 1ST CB 125A TO 400A
FSBT124_I	SUB BASE TANK 408 GAL
FFLCK_I	FUEL TANK FILL PIPE & LOCK CAP
B1W_I	WET BATTERY (B1W)
PBC10NU_I	NFPA BATT CHARGER UL10A 120VAC
WHH_I	JACKET WATER HEATER
STDTEST_I	STD TEST - PKG GEN SET 0.8 PF
TRSGEN7_I	TRSGEN7_I
SWP0021_I	SHRINK WRAP PROTECTION 21

Ring Power Corporation



Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

Image shown may not reflect actual configuration

Specifications

Generator Set Specifications	
Rating	125 ekW (156.3 kVA)
Voltage	480 Volts
Frequency	60 Hz
Speed	1800 rpm

Generator Set Configurations	
Emissions/Fuel Strategy	U.S. EPA Certified for Stationary Emergency Use Only (Tier 3 Nonroad Equivalent Emission Standards)

Engine Specifications		
Engine Model	C7.1 In-line 6, 4-cycle diesel	
Bore	105 mm	4.13 in
Displacement	7.01 L	427.8 in ³
Stroke	135 mm	5.31 in
Compression Ratio	16.7:1	
Aspiration	Turbocharged Air-to-Air-Aftercooled	
Governor Type	Electronic	
Fuel System	Common Rail	

Package Dimensions*		
Length	3039 mm	119.7 in
Width	1110 mm	43.7 in
Height	1476 mm	58.1 in
Weight†	1500 kg	3307 lb

*Note: For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions.

†Weight includes: Oversize generator, skid base, circuit breaker, oil, and coolant.

Benefits & Features

Cat® Diesel Engine

- Reliable, rugged, durable design
- Four-stroke cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

Generator

- Matched to the performance and output characteristics of Cat engines
- Industry-leading mechanical and electrical design
- Industry-leading motor starting capabilities
- High efficiency

Cat EMCP Control Panel

The EMCP controller features the reliability and durability you have come to expect from your Cat equipment. EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

Seismic Certification

- Seismic certification available
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight, and concrete strength
- IBC certification requires that the anchoring system used is reviewed and approved by a Professional Engineer
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010

Design Criteria

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response
- Cooling system designed to operate in 50°C/122°F ambient temperatures with an air flow restriction of 0.5 in. water

UL 2200/CSA – Optional

- UL 2200 Listed
 - CSA Certified
- Certain restrictions may apply. Consult with your Cat Dealer.

Single-Source Supplier

Fully prototype tested with certified torsional vibration analysis.

Worldwide Product Support

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries. The Caterpillar S•O•SSM program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products.

Standard Equipment

Air Inlet

- Dry replaceable paper element type with restriction indicator

Cooling

- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 50°C (122°F)

Exhaust

- Exhaust flange outlet

Fuel

- Primary and secondary fuel filters
- Fuel priming pump
- Flexible fuel lines

Generator

- Matched to the performance and output characteristics of Cat engines
- Load adjustment module provides engine relief upon load impact and improves load acceptance and recovery time
- IP23 protection
- Integrated Voltage Regulation

Governor

- Electronic governor – ADEM™ A4

Control Panels

- EMCP 4.2 Series generator set controller

Mounting

- Rubber vibration isolators

Starting/Charging

- 12 volt starting motor
- Batteries with rack and cables

General

- Paint – Caterpillar Yellow except rails and radiators gloss black

Optional Equipment

Exhaust

- Industrial, residential, critical mufflers

Generator

- Excitation: [] Permanent Magnet Excited (PM) [] Internally Excited (IE)
- Anti-condensation heater
- Oversize and premium generators

Starting/Charging

- Battery charger – UL 10 amp
- Battery disconnect switch
- Jacket water heater

General

- UL 2200
- CSA Certification
- Enclosures: sound attenuated, weather protective
- Sub-base dual wall UL Listed fuel tanks
- Automatic transfer switches (ATS)

C7.1

125 ekW/ 156.3 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Use Only
(Tier 3 Nonroad Equivalent Emission Standards)

D125-8

125 ekW/ 156.3 kVA
60 Hz / 1800 rpm/ 480V

Image shown may not reflect actual configuration

Package Performance

Generator Set Power Rating with Fan @ 0.8 Power Factor	125 ekW
Generator Set Power Rating	156.3 kVA

Fuel Consumption

100% Load With Fan	37.8 L/hr	10.0 g/hr
75% Load With Fan	30.3 L/hr	8.0 g/hr
50% Load With Fan	21.9 L/hr	5.8 g/hr

Cooling System¹

Engine Coolant Capacity	9.5 L	2.5 gal
Radiator Coolant Capacity	11.5 L	3.0 gal
Engine Coolant Capacity with Radiator/Exp Tank	21.0 L	5.5 gal
Air Flow Restriction (System)	0.12 kPa	0.48 in Water

Inlet Air

Combustion Air Inlet Flow Rate	14.4 m ³ /min	508.5 cfm
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Exhaust System

Exhaust Stack Gas Temperature	450°C	843°F
Exhaust Gas Flow Rate	29.9 m ³ /min	1056 cfm
Exhaust System Backpressure (maximum allowable)	15.0 kPa	60.2 in water
Exhaust Flange Size (internal diameter)	89.0 mm	3.5 in

C7.1

125 ekW/ 156.3 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

**Emissions: U.S. EPA Certified for Stationary Emergency Use Only
(Tier 3 Nonroad Equivalent Emission Standards)**

Heat Rejection		
Heat Rejection to Coolant (total)	75.0 kW	4368 Btu/min
Heat Rejection to Exhaust (total)	128.0 kW	7496 Btu/min
Heat Rejection to Aftercooler	32.0 kW	2138 Btu/min
Heat Rejection to Atmosphere from Engine	28.0 kW	1649 Btu/min
Heat Rejection to Atmosphere from Generator	9.8 kW	557.3 Btu/min

Alternator²		
Motor Starting Capability @ 30% Voltage Dip	363 skVA	
Frame	LC3114G	
Temperature Rise	130°C	234°F
Excitation	Self Excited	

Lube System		
Sump Refill with Filter	17.5 L	4.6 gal

Emissions (Nominal)³		
NOx + HC	4.0 g/kW-hr	
CO	1.0 g/kW-hr	
PM	0.2 g/kW-hr	

¹ For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to the existing restriction from the factory.

² Generator temperature rise is based on a 40°C (104°F) ambient per NEMA MG1-32.

³ The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% Prime load. This information should not be used for permitting purposes and is subject to change without notice. Contact your Cat dealer for further details.

C7.1

125 ekW/ 156.3 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

**Emissions: U.S. EPA Certified for Stationary Emergency Use Only
(Tier 3 Nonroad Equivalent Emission Standards)**

DEFINITIONS AND CONDITIONS

Applicable Codes and Standards:

AS1359, CSA C22.2 No 100-04, UL142, UL489, UL601, UL869, UL2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33, 72/23/EEC, 98/37/EC, 2004/108/EC.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel Rates are based on fuel oil to specification EPA 2D 89.330-96 with a density of 0.845 – 0.850 kg/L (7.052 – 7.094 lbs/U.S. gal.) @ 15°C (59°F) and fuel inlet temperature 40°C (104°F).

Additional ratings may be available for specific customer requirements, contact your Cat representative for details.

Performance No.: P4392A-00

Feature Code: NAC160P

Generator Arrangement: 4545273

Date: 06/28/2016

Source Country: U.S.

LEHE0888-01

www.Cat-ElectricPower.com

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Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

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

CATERPILLAR LIMITED WARRANTY

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and new and rebuild electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; C175, 3500 and 3600 series engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT™ (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial, mobile agriculture and locomotive applications; or Cat[®] batteries; or Electric Power Generation Products manufactured or assembled in India. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- For industrial engines, engines in a petroleum applications or Petroleum Power Systems (excluding petroleum fire pump application), or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For engines used in petroleum fire pump and mobile agriculture applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable and custom switchgear products, and automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For new CG132, CG170 and CG260 series power generation products the warranty period is 24 months after date of delivery to first user, but not to exceed 36 months from shipment from the Caterpillar place of manufacture.
- For electric power generation products other than CG132, CG170 and CG260 series in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For Caterpillar rebuild electric power generation products the warranty period is 12 months, but not to exceed 24 months from shipment of rebuilt electric power generation product from Caterpillar.
- For all other applications the warranty period is 12 months after 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 repaired parts or assembled components 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, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and, new and Caterpillar rebuild electric power generation products (which includes the following: any new products of other manufacturers packaged and sold by Caterpillar)

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."

- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are 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 repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine, Cat Selective Catalytic Reduction System or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

(Continued on reverse side...)

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.

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 WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

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

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (309) 675-1000. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000, outside the USA and Canada: Contact your Cat dealer.

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 ON 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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