

Ring Power Corporation

500 World Commerce Parkway St. Augustine, FL 32092

Prepared For: 8/5/2020

Florida Sheriff's Association

Item #180: (1) NEW CATERPILLAR 926M WHEEL LOADER

CONTRACT DETAILS

Florida Sheriff's Association

Bid # FSA20-EOU18.0

Item #180: Group: LOADER: 3.0 CY YD Wheel Loader and Options Contract Dates: October 1, 2020 through September 30, 2023

BID SPECIFICATION:

1. <u>ENGINE/CAB</u>: a. Diesel engine, six cylinder, four cycle, liquid cooled, minimum 140 SAE Net HP b. Cab with A/C 2. <u>TRANSMISSION</u>: a. Power shift transmission with torque converter or hydrostatic drive, minimum of four forward and three reverse speeds. 3. <u>DRIVETRAIN</u>: a. Four wheel drive. b. Manufacturer's standard axle. c. Inboard or outboard mounted wet disc braking system. d. Inboard or outboardmounted plantetary final drives. e. 20.5 – 25 Bias ply tires mounted on multi piece rims. 4. <u>LOADER</u>: a. 3.0 cu. yd. general purpose bucket with bolt on cutting edge. b. Bucket position indicator. c. Automatic return to dig. d. Rear drawbar. e. Gauges and indicators: visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures. f. Deluxe suspension seat with foam padding and backrest. g. Articulated steering, 40 degrees minimum each direction h. Wheelbase of at 9 feet, 4 inches minimum i. Minimum operating weight of 26,000 lbs. 5. <u>ELECTRICAL</u>: a. 12 or 24 volt electrical system. b. Manual battery disconnect switch. c. Driving lights, front and rear work lights, stop lights, warning lights and tail lights.

BASE MACHINE

541-2670	926M WHEEL LOADER
430-2943	PREP PACK, UNITED STATES
430-2996	STEERING, STANDARD
333-6529	DIFFERENTIAL, OPEN REAR
536-5320	ENVIRONMENT, STANDARD
454-0609	WEATHER, STANDARD
527-0422	ENGINE - AR
541-3071	HYD,2V,PIN-ON,STD LIFT
536-5281	HYDRAULICS, STANDARD, SL
536-5329	LINES, AUX 3RD, NONE
536-5339	JUMPER LINES, NONE

488-1112	LIGHTS, STD HALOGEN	
541-3066	LIGHTS, ROADING, HALOGEN, RH	
536-5308	CAB, STANDARD	
563-5966	SEAT, STANDARD	
342-0130	RADIO, READY	
565-0908	PRODUCT LINK, CELLULAR PL641	
366-6896	TIRES, 20.5R25 MX XTLA * L2	
366-8148	FENDERS, STANDARD	
348-2579	COUNTERWEIGHT, STANDARD	
519-8081	TOOLBOX, AUX, NONE	
0P-2491	KIT, SERIALIZED TECHNICAL MEDIA	
345-2822	BUCKET, GP, 3.0YD3, PO	
8E-4566	CUTTING EDGE, BOLT ON(4 PIECE)	

Ring Power Corporation



Cat[®] 926M

WHEEL LOADER

M Series - Making Your Choice Easy:

- Enjoy All Day Comfort Have a seat in the new M Series Small Wheel Loader and enjoy automatic temperature control, class leading sound levels, and low-effort joystick controls that move with you on a fully adjustable seat suspension. A large spacious operator environment combined with Caterpillar's hydraulic cylinder damping and smooth predictable controls make this the most comfortable seat on your job sife.
- Work Made Easy Move more with Caterpillar's patented quick loading Performance Series buckets and optimized Z-bar linkage with enhanced forward visibility that combines the digging efficiency of a traditional Z-bar with tool carrier capabilities. The parallel lift and high tilt forces throughout the working range allow you to confidently handle loads with precise control.
 - Multi-function work has never been easier with dedicated pumps for each system and a flow sharing implement valve governed by an intelligent power management system. Simultaneously lift, steer and drive without compromise. The M Series Small Wheel Loader simply does what you ask it to do.
- Efficiently Powerful Experience hybrid like fuel efficiency with an intelligent hydrostatic power train and industry leading fuel savings through a lower maximum engine speed of just 1,600 rpm in Standard Mode. Power when you need it with Caterpillar's exclusive Power-by-Range technology that increases power in Range 4 for improved speed on grade. For your toughest and most demanding applications a new Performance Mode will allow you to boost the power and hydraulic speed in all ranges to get the job done even quicker. Meets U.S. EPA Tier 4 Final/EU Stage V emission standards with a Cat® C7.1 engine that is designed to manage itself so you can concentrate on your work.
- Customize Your Experience Meet your application requirements and individual preferences with Caterpillar's industry first Hystat™ Operator Modes featuring four unique power train settings. Select classic Torque Converter for smooth rollout, conventional Hystat for aggressive engine braking, an Ice Mode that maximizes your control on slippery underfoot, or default mode which blends the best of Hystat and Torque Converter characteristics. Fine tune machine performance with adjustments at your fingertips through the soft touch buttons and optional secondary display. Quickly set hydraulic response along with linkage kick-out positions, maximum wheel torque, and peak ground speed to efficiently perform a multitude of tasks.

Specifications

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Engine Model	Cat C7.1**	
Power Mode	Standard Mode	Performance Mode
Speed Range	Range 1-3*	Range 1-4
Maximum Gross Power		
Maximum Engine Speed	1,600 rpm	1,800 rpm
ISO 14396	119 kW 160 hp	135 kW 168 hp
ISO 14396 (DIN)	125 kW 170 hp	125 kW 170 hp
Rated Net Power	1,600 rpm	1,800 rpm
SAE J1349 at		
Minimum Fan Speed	116 kW 156 hp	122 kW 163 hp
ISO 9249 at		
Minimum Fan Speed	116 kW 156 hp	122 kW 164 hp
ISO 9249 (DIN) at	107 1.\\\ 144 h	110 1/1/ 151 5
Minimum Fan Speed	107 kW 144 hp	113 kW 151 hp

Engine (continued)

	Standard Mode		Performance Mode	
Maximum Gross Torque				
ISO 14396	795 N·m	586 lbf-ft	815 N·m	601 lbf-ft
Maximum Net Torque				
SAE J1349	777 N·m	573 lbf-ft	797 N·m	588 lbf-ft
ISO 9249:2007	776 N·m	572 lbf-ft	796 N⋅m	587 lbf-ft
Displacement	7.01 L	427 in ³	7.01 L	427 in ³

- Net power ratings are tested at the reference conditions for the specified standard and denote power available at the flywheel when the engine is equipped with alternator, air cleaner, emission components and fan at specified speed.
- No derating required up to 3000 m (10,000 ft) altitude. Auto derate protects hydraulic and transmission systems.
- *Range 4 power and torque is equal to Performance Mode with Caterpillar Power by Range technology.
- **The Cat C7.1 engine meets Tier 4 Final/Stage V off-highway emission standards.



926M Wheel Loader

Ruckets

Duckers		
Bucket Capacities – General Purpose	1.9-2.5 m ³	2.5-3.2 yd ³
Bucket Capacities – Light Material	3.1-5.0 m ³	4.0-6.5 yd ³
C4i		
Steering		
Steering Articulation Angle (each direction)	40°	
Maximum Flow — Steering Pump	130 L/min	34 gal/min
Maximum Working Pressure –		
Steering Pump	24 130 kPa	3,500 psi
Maximum Steering Torque:		
0 degrees (straight machine)	50 375 N⋅m	37,155 lbf-ft
40 degrees (full turn)	37 620 N⋅m	27,747 lbf-ft
Steering Cycle Times (full left to full right):		
At 1,800 rpm: 90 rpm		
steering wheel speed	2.4 seconds	

3.5 turns

Loader Hydraulic System

Number of Steering Wheel Turns – full left to full right or full right to full left

150 L/min	40 gal/min
150 L/min	40 gal/min
150 L/min	40 gal/min
26 000 kPa	3,771 psi
28 000 kPa	4,061 psi
26 000 kPa 28 000 kPa	3,771 psi 4,061 psi
Standard Mode at 1,600 rpm	Performance Mode at 1,800 rpm
6.2 seconds 1.7 seconds 2.6 seconds 10.5 seconds	5.5 seconds 1.5 seconds 2.6 seconds 9.5 seconds
	150 L/min 150 L/min 26 000 kPa 28 000 kPa 28 000 kPa 28 000 kPa Standard Mode at 1,600 rpm 6.2 seconds 1.7 seconds 2.6 seconds

^{*3}rd and 4th function flow is fully adjustable from 20% to 100% of maximum flow through the secondary display, when equipped.

Service Refill Capacities

195 L	51.5 gal
30 L	7.9 gal
20 L	5.3 gal
8.5 L	2.2 gal
26 L	6.9 gal
25 L	6.6 gal
160 L	42.3 gal
90 L	23.8 gal
19 L	5 gal
	30 L 20 L 8.5 L 26 L 25 L 160 L 90 L

 DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

Transmission

Forward and Reverse:		
Range 1*	1-13 km/h	0.6-8 mph
Range 2	13 km/h	8 mph
Range 3	27 km/h	17 mph
Range 4	40 km/h	25 mph

^{*}Creeper control allows maximum speed range adjustability from 1 km/h (0.6 mph) to 13 km/h (8 mph) in Range 1 through the secondary display, when equipped. Factory default is 7 km/h (4.4 mph).

Tires

Standard Size	20.5 R25, radial (L-3)	
Other Choices Include:	20.5 R25, radial (L-2)	17.5 R25, radial (L-2)
	20.5 R25, radial (L-5)	17.5 R25, radial (L-3)
	20.5-25 12PR (L-2)	17.5 R25, radial (L-5)
	20.5-25 12PR (L-3)	550/65 R25 radial (L-3)
	20.5-25 16PR (L-5)	Skidder/Aariculture

- Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

Cab

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

- Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.
- The declared dynamic operator sound pressure levels per ISO 6396:2008*, when properly installed and maintained, are:
 - Standard cab: 68 ±3 dB(A)
 - Deluxe cab: $66 \pm 2 dB(A)$

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)	
Average Exterior Sound Pressure		
(ISO 6395:2008)	101 dB(A)	

• European Union Directive "2000/14/EC."

Axles

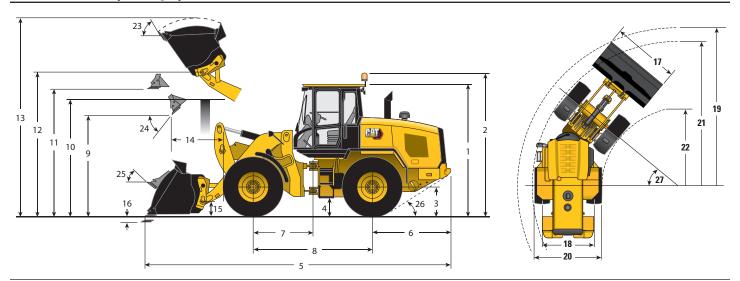
Front	Fixed		
	Locking differential (standard)		
Rear	Oscillating ±11 degrees		
	Open differential (standard)		
	Limited slip differential (optional)		

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.9 kg of refrigerant which has a $\rm CO_2$ equivalent of 2.717 metric tonnes.

^{*}The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



		Standar	Standard Lift		High Lift	
** 1	Height: Ground to Cab	3340 mm	10'11"	3340 mm	10'11"	
** 2	Height: Ground to Beacon	3707 mm	12'2"	3707 mm	12'2"	
** 3	Height: Ground to Axle Center	685 mm	2'3"	685 mm	2'3"	
** 4	Height: Ground Clearance	397 mm	1'4"	397 mm	1'4"	
* 5	Length: Overall	7383 mm	24'3"	8060 mm	26'5"	
6	Length: Rear Axle to Bumper	1953 mm	6'5"	1953 mm	6'5"	
7	Length: Hitch to Front Axle	1500 mm	4'11"	1500 mm	4'11"	
8	Length: Wheel Base	3000 mm	9'10"	3000 mm	9'10"	
* 9	Clearance: Bucket at 45 degrees	2881 mm	9'5"	3378 mm	11'1"	
** 10	Clearance: Load over Height	3351 mm	11'0"	3550 mm	11'8"	
** 11	Clearance: Level Bucket	3576 mm	11'9"	4073 mm	13'4"	
** 12	Height: Bucket Pin	3903 mm	12'10"	4400 mm	14'5"	
** 13	Height: Overall	5072 mm	16'8"	5569 mm	18'3"	
* 14	Reach: Bucket at 45 degrees	928 mm	3'1"	1261 mm	4'2"	
15	Carry Height: Bucket Pin	382 mm	1'3"	582 mm	1'11"	
** 16	Dig Depth	100 mm	3.9"	135 mm	5.3"	
17	Width: Bucket	2550 mm	8'4"	2550 mm	8'4"	
18	Width: Tread Center	1930 mm	6'4"	1930 mm	6'4"	
19	Turning Radius: Over Bucket	5903 mm	19'4"	6226 mm	20'5"	
20	Width: Over Tires	2540 mm	8'4"	2540 mm	8'4"	
21	Turning Radius: Outside of Tires	5402 mm	17'9"	5402 mm	17'9"	
22	Turning Radius: Inside of Tires	2851 mm	9'4"	2851 mm	9'4"	
	Rack Angle at Full Lift	53 degi	53 degrees		51 degrees	
24	Dump Angle at Full Lift		50 degrees		49 degrees	
	Rack Angle at Carry		41 degrees		47 degrees	
	Departure Angle	33 degi	33 degrees		33 degrees	
27	Articulation Angle	40 degi	40 degrees		40 degrees	
*	Tipping Load – Straight (ISO 14397-1)	8879 kg	19,574 lb	6520 kg	14,373 lb	
*	Tipping Load – Full Turn (ISO 14397-1)	7599 kg	16,752 lb	5524 kg	12,178 lb	
*	Breakout	11 557 kg	25,477 lb	9714 kg	21,414 lb	
*	Operating Weight	12 789 kg	28,193 lb	13 229 kg	29,163 lb	

^{*}Vary with bucket.

Dimensions listed are for a machine configured with 1.9 m³ (2.5 yd³) general purpose Fusion™ bucket, bolt-on cutting edge, heavy counterweights, additional guarding, 80 kg (176 lb) operator and 20.5 R25 (L-3) XHA2 tires.

^{**}Vary with tire.

926M Wheel Loader

STANDARD EQUIPMENT

POWER TRAIN

- Axle Duo-ConeTM seal guards
- Auto idle shut down feature
- Cat C7.1 engine
 - Power modes (Standard and Performance)
 - Power by range (High Power in Range 4)
 - Turbocharged and aftercooled
 - Diesel particulate filter (Fit for Life)
- Coded start (requires secondary display)
- Differential lock in front axle
- Enclosed wet disc full hydraulic brakes
- Hydraulically driven demand cooling fan
- Hydrostatic transmission with electronic control
 - Operator modes (Default, TC, Hystat, and Ice)
 - Directional Shift Aggressiveness (fast, medium, slow)
 - Rimpull control, adjust wheel torque
 - · Creeper control, adjust ground speed
- Parking brake, electric
- Single plane cooling package wide six fins per inch density
- Oil sampling ports
- Throttle lock and max speed limiter

HYDRAULICS

- Automatic lift lower and tilt kickouts, adjustable in-cab
- Bucket and fork modes, adjustable in-cab
- Cylinder damping at kickout and mechanical end stops
- Fine mode control (fast, medium, slow)
- Hydraulic response setting (fast, medium, slow)
- Load sensing hydraulics and steering
- Seat-mounted hydraulic joystick controls

ELECTRICAL

- Alternator, 115 amp, heavy duty
- Batteries, 1,000 CCA (2) 24V system, disconnect switch
- Back-up alarm
- Emergency shutdown switch
- Halogen work and roading lights, LED rear tail lights
- Product LinkTM PRO with three year subscription
- Remote jump start post
- Resettable main and critical function breakers

OPERATOR ENVIRONMENT

- 75 mm (3 in) High-Vis retractable seat belt, with audible alarm and indicator
- Automatic temperature control
- Cab, pressurized
- Camera, rearview, with dedicated display
- External heated mirrors with lower parabolic
- Ground level cab door release
- Hydraulic control lockout
- Mirror, single
- Lunch box storage
- Radio ready speakers
- Rear window defrost, electric
- Column mounted multi function control lights, wipers, turn signal
- Tilt and telescopic steering wheel
- Tinted front glass
- Wet arm wiper/washer, 2-speed and intermittent, front, lights, wipers, turn signal
- Suspension seat, fabric

OTHER STANDARD EQUIPMENT

- Large-access enclosure doors with adjustable close/open force
- Cat optimized Z-bar linkage with parallel lift
- Recovery hitch, with pin
- Remote mounted lubrication points
- Lockable compartments and enclosures

EU STANDARD EQUIPMENT

- Deluxe cab
- Secondary display
- Rearview camera

OPTIONAL EQUIPMENT

- Autolube, integrated in secondary display
- Auxiliary flow, third and fourth function
- Differential, limited slip, rear
- Beacon light, strobe
- Cab, deluxe (standard in Europe)
 - Camera, rearview integrated into advanced display
 - Electrically adjustable external heated mirrors (2)
 - Secondary display to enable features and adjust parameters
 - LED interior lighting
 - · Sunscreen, front and rear
 - Touchscreen secondary display
 - Ride control adjustable speed activation
 - Preventative maintenance reminders
 - Integrated help function (26 languages)

- Camera, roof mounted, front view with separate display*
- Cold start package
 - Ether starting aid, block heater and additional batteries, 1,000 CCA (4 total)
- Counterweight, additional options
- Coupler, (Fusion and ISO 23727)
- Debris packages (low, medium, high)
- Fenders (extended cover and full coverage)
- Guarding packages
- Linkage, high lift
- Lights, auxiliary, halogen or LED with engine and DEF compartment lights
- Payload Technology
 - Cat Production Measurement (CPM)
 - CPM Printer
- Product Link ELITE with capabilities for software push, data logging, histogram and trend mapping

- Radio packages
- Rear Object Detection
- Ride Control System, adjustable through secondary display
- Seats
 - Deluxe seat fully adjustable fabric air suspension seat with mid seat backrest
 - Premium seat fully adjustable leather and fabric air suspension with high backrest and air lumbar support. Seat is heated and ventilated on bottom cushion and backrest.
- Steering
 - Dual mode and secondary
- Tire Pressure Monitoring (TPM)

*NOTE: Not all features are available in all regions.

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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AEHQ7361-02 (05-2020) Replaces AEHQ7361-01 (NACD, EU)





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

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery another manufacturer's warranty). Hammer tool points and (unless covered by the Cat® Work Tool warranty statement or 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:

- 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
- 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.

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 For hydraulic line's quick connect/disconnect components sold Note:

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 Caterpilla

approved repaired parts or assembled components needed to Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar

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

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
- fuel, oil, lubricants, and coolant) and items replaced due to normal Performance of the required maintenance (including use of proper
- Allowing Caterpillar access to all electronically stored data.

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar
- Failures resulting from abuse, neglect, and/or improper storage or
- 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





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 WARRANTY FOR NEW ENGINES, 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 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 PAYMENT OF THE COST OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OF THE GOODS, THE EQUIVALENT GOODS.

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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 RE-SUPPLY OR FOR THE PURPOSE OF RE-SUPPLY 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 RAY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPLACED IF THE GOODS FAILURE DOES NOT THAT THE GOODS FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTABLE COTHING THAT THE NOT 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 LAM 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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