

Limited Warranty

Commercial Generating Set

This limited warranty applies to all Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

Warranty Period:

The warranty start date[†] is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. See table for details.

Continuous Power (COP) is defined as being the maximum power which the generating set is capable of delivering continuously whilst supplying a constant electrical load when operated for an unlimited number of hours per year. No overload capability is available for this rating.

Prime Power (PRP) is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used.

Limited-Time Running Power (LTP) is defined as the maximum power available, under the agreed operating conditions, for which the generating set is capable of delivering for up to 500 hours of operation per year.

Emergency Standby Power (ESP) is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 500 hours of operation per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

Environmental Protection Agency – Stationary Emergency (EPA-SE) is defined as being the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generator set is capable of delivering in the event of a utility power outage or under test conditions and used in strict accordance with the EPA NSPS for stationary engines, 40 CFR part 60, subparts IIII and JJJJ, where a reliable utility must be present. The permissible average power output over 24 hours of operation shall not exceed 70% of the EPA-SE.

Data Center Continuous (DCC) is defined as the maximum power which the generator is capable of delivering continuously to a constant or varying electrical load for unlimited hours in a data center application.

**Base Warranty Coverage Duration
(Whichever occurs first)**

Rating	Months	Max. Hours
COP	12	Unlimited
PRP	12	Unlimited
LTP	12	500 hrs
ESP	24	1000 hrs
EPA-SE	24	Unlimited
DCC	24	Unlimited

[†] Warranty start date for designated rental and oil and gas model Products is determined to be date of receipt of Product by the end customer.

Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.
- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

Limitations:

This limited warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Inappropriate use of an EPA-SE application generator set relative to EPA's standards.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.

- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Damage to customer property.

A "Data center" is defined as a dedicated facility that house computers and associated equipment for data storage and data handling.

Reliable utility is defined as utility power without routine or regularly scheduled black-outs.

Please contact your local Cummins Power Generation® Distributor for clarification concerning these limitations.

CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

Extended Warranty:

Cummins Power Generation® offers several levels of Extended Warranty Coverage. Please contact your local Cummins Power Generation® Distributor for details.

www.power.cummins.com

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This limited warranty shall be enforced to the maximum extent permitted by applicable law. This limited warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: _____
 Product Serial Number: _____
 Date in Service: _____