

# CATERPILLAR LIMITED COMMERCIAL WARRANTY

## Service Parts and Accessories for PORTABLE GENERATOR MODELS: RP2500, RP3100, RP4400 Purchased in Spain, and the UK

### COMMERCIAL WARRANTY

Caterpillar (NI) Limited, Old Glenarm Rd., Co. Antrim, Larne, BT40 1EJ (Northern Ireland) (Caterpillar) warrants to the original purchaser that any new Cat® branded portable generator service parts and/or accessory products of the models RP2500, RP3100 and RP4400 purchased in Germany, Spain or the United Kingdom are free from defects in materials and workmanship for the warranty period set forth below, provided that the service part or accessory product is installed, operated, maintained and used in accordance with Caterpillar's instructions and manuals. This commercial warranty is in addition to, and does not affect, the statutory warranty obligations of the vendor to the original purchaser, or other applicable statutory rights if any. Caterpillar will, at its option, free of charge, repair or replace any part which, upon inspection by Caterpillar or a Caterpillar authorised service representative, is found to be defective. Any product that the purchaser claims to be defective must be returned to and examined by the nearest Caterpillar authorised service representative. Transportation and associated costs and risk of loss are the responsibility of the purchaser.

### COMMERCIAL WARRANTY PERIOD:

All new portable generator service parts and/or accessory products are warranted under normal use for a period of one (1) year from the date of original purchase. To obtain warranty service, purchaser must present the failed service part and/or accessory product along with the original proof of purchase to a Caterpillar authorised service centre found by visiting [www.cat.com/homeandoutdoorpower-support](http://www.cat.com/homeandoutdoorpower-support) or by telephone at 0800 0853370 (UK) or 900 816 521 (Spain).

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### This Commercial Warranty shall NOT apply to the following:

1. Damage or deterioration caused by normal wear and tear.
2. Failures caused by any force majeure event, as may be defined by applicable law, including but not limited to external cause or act of God, such as accident, collision, theft, vandalism, riots, wars, fire, freezing, lightning, earth-quakes, windstorms, hail, volcanic eruptions, floods, tornados or hurricanes.
3. Failures due to alterations, adjustments, unauthorized fuel setting changes, neglect or improper storage, repair and/or maintenance.
4. Failures due to abuse or application of the product for uses other than for which it is designed or intended to by the manufacturer, including but not limited to, improper installation or location in a harsh, corrosive or saltwater environment.
5. Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.
6. Failures caused by contaminated or improper fuels, oils or other operating media or improper fluid levels.
7. Repair by any party other than a Caterpillar authorised service representative.
8. Failures resulting from user's delay in making the product available after being notified of a potential product problem.
9. Replacement of consumables such as, but not limited to, fuses, lamps, filters, etc.
10. Additional expenses for repair after normal business hours, i.e. overtime or holiday labor rates.
11. Expenses for rental of equipment during downtime and/or performance of warranty repairs.
12. Expenses related to investigating performance complaints and/or troubleshooting where no manufacturing defect is found.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this commercial warranty are warranted for the remainder of the warranty period applicable to the parts or assembled components being replaced as if such parts or assembled components were the original parts or assembled components. Items replaced under this warranty become the property of Caterpillar.

To obtain warranty service or if you have questions concerning this commercial warranty or its applications, please call 0800 0853370 (UK), 0800-0001007 (Germany), or 900 816 521 (Spain), or please visit [www.cat.com/homeandoutdoorpower](http://www.cat.com/homeandoutdoorpower), where you can also search for your nearest Caterpillar authorised service representative.

### LIMITATIONS TO THE COMMERCIAL WARRANTY

#### TO THE MAXIMUM EXTENT PERMITTED BY LAW:

**1. ANY CLAIMS AGAINST CATERPILLAR ARE LIMITED TO THE REMEDIES AS EXPRESSLY SET FORTH IN THIS COMMERCIAL WARRANTY AND ANY CLAIMS, SUCH AS BUT NOT LIMITED TO, COMPENSATION FOR ANY DAMAGE INCURRED OTHER THAN TO THE CATERPILLAR PRODUCT, ARE HEREBY EXCLUDED. SEVERANCE:**

If any provision or part-provision of this commercial warranty is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this commercial warranty.

For further information contact: Caterpillar (NI) Limited, Electric Power Division, Old Glenarm Rd., Co Antrim, Larne BT401EJ (Northern Ireland). Attention: OMNI Customer Service Manager, Telephone: 0800 0853370 (UK) or email [homeandoutdoorpower@cat.com](mailto:homeandoutdoorpower@cat.com).

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