



# Cummins Warranty

Worldwide HHP Marine Commercial  
Propulsion And Auxiliary Products



## Coverage

### Products Warranted Marine

This Warranty applies to new Engines sold by Cummins Inc., hereinafter "Cummins", and used in HHP marine commercial propulsion and marine auxiliary applications anywhere in the world where Cummins approved service is available and delivered to the first user on or after July 1, 2002. This Warranty excludes all Engines branded and sold as Cummins Recreational and Light Commercial Marine Products. The "Product" consists of a new Cummins Engine, as well as accessories, which are approved and supplied by Cummins and which are either installed by Cummins or a Cummins authorized distributor. These Products have the following designation:

### HHP MARINE COMMERCIAL PROPULSION AND MARINE AUXILIARY (EXCLUDING GENERATOR DRIVE ENGINES)

#### Intermittent Rating

This power rating is intended for intermittent use in variable load applications where full power is limited to two hours out of every eight hours of operation. Also, reduced power operations must be at or below 200 RPM of the maximum rated RPM. This rating is an ISO3046 Fuel Stop Power Rating and is for applications that operate less than 1,500 hours per year.

#### Medium Continuous Rating

This power rating is intended for continuous use in variable load applications where full power is limited to six hours out of every twelve hours of operation. Also, reduced power operations must be at or below 200 RPM of the maximum rated RPM. This rating is an ISO3046 Fuel Stop Power Rating and is for applications that operate less than 3,000 hours per year.

#### Heavy Duty Rating

This power rating is intended for continuous use in variable load applications where full power is limited to eight hours out of every ten hours of operation. Also, reduced power must be at least 200 RPM below the maximum rated RPM. This rating is an ISO3046 Fuel Stop Power Rating and is for applications that operate less than 5,000 hours per year.

#### Continuous Rating

This power rating is intended for continuous use in applications requiring uninterrupted service at full power. This rating is an ISO3046 Standard Power Rating.

### MARINE GENERATOR DRIVE

#### Prime Power

Engines with this rating are available for an unlimited number of hours per year in variable load applications. Variable load is not to exceed a 70 percent average of the Prime Power rating during any operating period of

250 hours. Total operating time at 100 percent Prime Power shall not exceed 500 hours per year.

A 10 percent overload capability is available for a period of one hour within a twelve hour period of operation. Total operating time at the 10 percent overload power shall not exceed 25 hours per year. This power rating conforms to ISO 8528 guidelines.

#### Continuous Power

Engines with this rating are available for supplying utility power at a constant 100 percent load for an unlimited number of hours per year. No overload capability is available for this rating.

Continuous Power ratings differ from Prime Power ratings in that the Continuous Load ratings are significantly reduced from the Prime Power ratings. Continuous Load ratings have no load factor or application restrictions. This power rating conforms to ISO 8528 guidelines.

#### Base Engine Warranty

This Warranty covers any failures of the Product, under normal use and service, which result from a defect in Cummins material or factory workmanship (Warrantable Failure). Coverage begins with the sale of the Engine by Cummins and ends at the time and hours stated in the following table. The Duration commences on either the date of delivery of the Product to the first end-user, or the date the unit is first leased, rented or loaned, or when the Product has been operated for 50 hours, whichever occurs first.

Rating	Duration	
	Whichever Occurs First	
	Years	Hours
Intermittent	1	1,500
Medium Continuous	1	3,000
Heavy Duty	1	5,000
Continuous	1	Unlimited
Prime Power	1	Unlimited
Continuous Power	1	Unlimited

#### Extended Major Components Warranty

The Extended Major Components Warranty applies to Engines other than B and C Series. It covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts). Bushing and bearing failures are not covered. This Coverage begins with the expiration of the Base Engine Warranty and ends at three years or 10,800 hours of operation, whichever occurs first, after the date of delivery to the first end-user, or the date the unit is first leased, rented or loaned, or when the Product has been operated for 50 hours, whichever occurs first.

**These Warranties are made to all Owners in the chain of distribution and Coverage continues to all**

**subsequent Owners until the end of the periods of Coverage.**

## **Cummins Responsibilities**

### **During Base Engine Warranty**

Cummins will pay for all parts and labor needed to repair the damage to the Product resulting from a Warrantable Failure when performed during normal business hours. All labor costs will be paid in accordance with Cummins published Standard Repair Time guidelines to the Cummins authorized repair location.

When it is necessary for mechanics to make on-site Warranty repairs, Cummins will pay reasonable travel expenses, including meals, mileage and lodging, for mechanics to travel to and from the repair dock.

Cummins will pay for the lubricating oil, antifreeze, filter elements and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

### **During The Extended Major Components Warranty**

Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

## **Owner Responsibilities**

### **During The Base Engine Warranty**

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

### **During The Extended Major Components Warranty**

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor cost for Engine removal and reinstallation. When Cummins elects to repair a part instead of replacing it, the Owner is not responsible for the labor needed to repair the part.

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during repair of a Warrantable Failure.

### **During The Base Engine And Extended Major Components Warranties**

Owner is responsible for the operation and maintenance of the Product as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer, or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Locations in the United States and Canada are listed in the Cummins U.S. and Canada Sales and Service Directory; other locations are listed in the Cummins International Sales and Service Directory.

In the event of any Product failure, Owner is responsible for the cost of towing the boat to the repair dock and for all associated docking and harbor charges.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for maintaining the Engine hourmeter in good working order at all times and to ensure that the hourmeter accurately reflects the total hours of operation of the Product.

Owner is responsible for the costs to investigate complaints, unless the problem is caused by a defect in Cummins material or factory workmanship.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

## **Limitations**

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel, or by water, dirt or other contaminants in the fuel or oil.

Cummins is not responsible for failures resulting from:

- 1 Use or application of the Product inconsistent with its rating designation set forth above.
- 2 Incorrect installation.

Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that oil consumption exceeds Cummins published standards.

Cummins is not responsible for failures of marine maintenance components supplied by Cummins beyond ninety days after the Coverage start date. Marine maintenance components include, but are not limited to: zinc plugs, oil filters, fuel filters, air filters, water filters, fuel/water separator filters, expansion tank pressure caps.

Failure of belts and non-shielded hoses supplied by Cummins are not covered beyond 90 days after the date of delivery of the Product to the first user, or the date the

unit is first leased, rented or loaned, or when the Product has been operated for 50 hours, whichever occurs first.

Non-Cummins accessories are covered for the duration of the base Engine Warranty when supplied by Cummins as part of a Marine Propulsion package unit. Otherwise, non-Cummins accessories are not covered.

Parts used in Warranty repairs may be new Cummins parts, Cummins approved rebuilt parts, or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts, or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to replace a Warranted Part assumes the identity of the Warranted Part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

**CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.**

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

In the United States\*\* and Canada, this Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Outside the United States\*\* and Canada, in case of consumer sales, in some countries the Owner has statutory rights, which cannot be affected or limited by the terms of this Warranty.

Nothing in this Warranty excludes or restricts any contractual rights the Owner may have against third parties.

## **Emission Warranty**

### **Products Warranted**

This Emission Warranty applies to new Engines certified to United States EPA 40 CFR 94 sold by Cummins that are installed on vessels flagged or registered in the United States\*\*.

### **Coverage**

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all United States Federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 5,000 hours of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user, or the date the unit is first leased, rented or loaned, or when the Engine has been operated for 50 hours, whichever occurs first, or (B) The Base Engine Warranty.

### **Limitations**

**An Owner may elect to have maintenance, replacement or repair of the emission control parts performed by a facility other than a Cummins distributor, an authorized dealer or a repair location approved by Cummins, and may elect to use parts other than new genuine Cummins or Cummins approved rebuilt parts and assemblies for such maintenance, replacement or repair; however, the cost of such service or parts and subsequent failures resulting from such service or parts will not be covered under this emission control system Warranty.**

Failures, other than those resulting from defects in materials or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, dirt or other contaminants in the fuel or oil.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

\*\* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico, and the U.S. Virgin Islands.



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Bulletin 3381775  
Printed in U.S.A. Rev. 5/12  
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