

Cummins MerCruiser Diesel ENCOMPASS Parts, Labor and Travel Coverage Plan Commercial Marine Propulsion

Coverage

Cummins MerCruiser Diesel (CMD) Encompass Parts, Labor and Travel Plan for Marine Propulsion is available for select Engines marketed under the trademark "Cummins MerCruiser Diesel" and used in marine applications anywhere in the world where CMD approved service is available. The specific Engine covered is designated on the accompanying Certificate. Contact your nearest CMD Distributor for a complete list of Engines covered under this Plan.

This Plan covers failures of the Engine which result, under normal use and service, from defects in CMD material or factory workmanship (Covered Failure).

Coverage begins on the expiration of the Base Engine Warranty period and ends on the date or hours designated on the accompanying Certificate, as measured from the Base Engine Warranty Start Date.

Responsibilities

CMD Responsibilities

Subject to a deductible charge described under Owner's Responsibilities, CMD will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

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

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

CMD will pay reasonable Costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

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

Owner is responsible for ensuring the engine is operating properly and safely. This includes ensuring the boat is correctly propped. Exceeding the parameters of the rating may void this Coverage.

Before the expiration of the Plan, Owner must notify a CMD distributor, authorized dealer or other repair location approved by CMD of any Covered Failure and make the Engine available for repair by such facility. 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 non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

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

Owner is responsible for the costs to investigate complaints, unless the complaint is determined to be due to a Covered Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible charge per service visit.

Limitations

CMD is not responsible for failures resulting from unauthorized modifications or alterations to the Engine, or adjustments that substantially alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Plan.

Coverage is not valid on Cummins ReCon Diesel Engines.

CMD is not responsible for failures or damage resulting from what CMD 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. CMD is also not responsible for failures caused by incorrect oil or fuel, or by water, dirt or other contaminants in the fuel, oil or air.

The Plan does not apply to belts, hoses or accessories supplied by CMD which bear the name of another company. This category includes, but is not limited to: alternators, starters, filters, steering pumps, marine gear and drive plates, instruments, instrument panel(s), gauge senders, belt tensioner, fuel/water separators, sea water pump, fans, clutches, torque converters and non-CMD fan drives.

Coverage under this Plan expires after the first three years from the Engine's date in service on CMD accessories or maintenance components including, but not limited to: fuel injectors, injection and fuel pumps, coolant water pump, heat exchanger, gear oil cooler, turbochargers, and vibration isolators, STC oil control system and fan idler pulley assemblies. Alternators and starters are not covered under this Plan.

Parts used to repair a Covered Failure may be new parts, approved rebuilt parts or repaired parts. CMD is not responsible for failures resulting from the use of parts not supplied by CMD. A new CMD or CMD approved rebuilt part used to repair a Covered Failure assumes the identity of the part it replaced and is entitled to the remaining coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a CMD Distributor within 90 days of the transfer of ownership. This Plan is also transferable to different geographic locations provided the new host CMD Distributor is notified of the change in location within 90 days of the transfer**.

Excessive oil consumption or blowby is not covered under this Plan.

CMD DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS. CMD IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE APPLICABLE STANDARD WARRANTY, THE WARRANTY SET FORTH HEREIN IS THE SOLE WARRANTY MADE BY CUMMINS IN REGARD TO THE ENGINE. CMD 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 the 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.

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

**Labor and travel coverage is not available when the unit resides in China and/or the Commonwealth of Independent States.

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