

CMD Quantum Recreational Marine Propulsion (QSB5.9/QSC8.3/QSL9/QSM11)

Coverage

Engines Included in this Coverage

Marine Propulsion: QSB5.9, QSC8.3, QSL9 and QSM11.

Products Warranted

This warranty applies to new Engines sold by Cummins MerCruiser Diesel LLC. Inc., herein after "CMD", that are branded as Cummins MerCruiser Diesel products and used in Marine applications anywhere in the world where CMD approved service is available* and delivered to the first user on or after Jan 1, 2004. This warranty excludes all Engines branded and sold as Cummins Marine Diesel products. The 'Product' consists of a new CMD Engine, as well as accessories, which are approved and supplied by CMD and Cummins and which are either installed by CMD or a CMD authorized distributor. These Products have the following designation:

High Output Rating

Intended for use in variable load applications where full power is limited to one hour out of every eight hours of operation. Reduced power operation must be at or below cruise speed (rpm). Cruise speed (rpm) is dependent on the engine rated speed (rpm):

Rated Speed (rpm)	Cruise Speed (Reduction from rated speed, rpm)
Less than 2800 rpm	200 rpm
2801 to 3500 rpm	300 rpm
3501 to 4500 rpm	400 rpm
4501 to 5000 rpm	500 rpm

This power rating is for pleasure craft applications that operate less than 500 hours per year.

Base Engine Warranty

This warranty covers any failures of the Product, under normal use and service, which result from a defect in CMD material or factory workmanship (Warrantable Failure). Coverage begins with the sale of the Engine by CMD and continues for the Duration stated in the following table. The Duration commences on either 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 125 hours, whichever occurs first.

Extended Major Components Warranty

The Extended Major Components Warranty provision is concurrent with the Base Engine Warranty and continues beyond the expiration of the Base Engine Warranty for an

additional four years or 2000 hours, whichever occurs first.

The Extended Major Components Warranty covers Warrantable Failures of the following Engine parts or castings (Covered parts):

- Engine Cylinder Block and Head Casting
- Engine Camshaft and Crankshaft Forging
- Engine Connecting Rod Forging
- Engine Gear Train Gears:
 - Crankshaft Gear
 - Camshaft and Camshaft Idler Gear
 - Accessory Drive Gear
 - Fuel Pump Gear
- Engine Gear Cover Casting
- Flywheel Housing Casting

Bushing and bearing failures are NOT covered.

Extended Major Components Warranty continues beyond the expiration of the Base Engine Warranty for the duration stated below. The Duration commences on either 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 125 hours, whichever occurs first.

Warranty Coverage	Coverage Duration*					
	Coverage Duration*		Repair Charge Paid By CMD			
Coverage Category	Months	Hours	Parts	Labor	Removal & Installation Labor	Travel
Base Engine Warranty	24	1000	Yes	Yes	Yes	Yes
Extended Major Components	72	3000	Yes	Yes	Yes	Yes
* Whichever occurs first.						

Consumer Products

The warranty on Consumer Products in the United States is a limited warranty. **CMD IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Any implied warranties applicable to Consumer Products terminate concurrently with the expiration of the express warranties applicable to the Product. In the United States, some states do not allow the exclusion of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the limitations or exclusions herein may not apply to you. **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.**

CMD Responsibilities

During the Base Engine Warranty

CMD 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. 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 repair dock. CMD will pay for the lubricating oil, antifreeze, filter elements, and other maintenance items that are not reusable due to the Warrantable Failure. CMD will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

During the Extended Major Components Warranty

CMD will pay for parts and labor and travel for the defective covered part and any covered part damaged by a warrantable failure of the defective covered part.

Owner Responsibilities

During Both the Base Engine and the Extended Major Components Warranties

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 Warranties

Owner is responsible for the cost of all other parts and labor used 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 operation and maintenance of the Product as specified in the applicable Cummins or CMD Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed. Exceeding the operational parameters of the HO rating will void this warranty. The owner of the boat is ultimately responsible for ensuring the Engine is properly operated and maintained. The warranty will be void on any Engines that are misapplied, not maintained properly or misused.

Before the expiration of the applicable warranty, Owner must notify a CMD distributor, authorized dealer, or other repair location approved by CMD 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 CMD 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

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 or oil. CMD is not responsible for failure resulting from:

1. Use or application of the Product inconsistent with its rating designation set forth above.
2. Incorrect installation.
3. Engines that do not reach rated RPM because of vessel overloading.

Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that oil consumption exceeds CMD published standards. CMD does not warrant accessories that are not supplied by Cummins factory.

CMD is not responsible for failures of maintenance components supplied by Cummins beyond 90 days after the coverage duration start date. Maintenance components include, but are not limited to: sea water pump impellers; zinc plugs; oil filters; fuel filters; air filters; water filters; and fuel/water separator filters.

Except for the accessories noted previously, CMD does not warrant accessories which bear the name of another company.

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

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

THESE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CMD IN REGARD TO THESE ENGINES. 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 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 CMD that are installed in vessels flagged or registered in the United States**.

Coverage

CMD 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 CMD with all U.S. Federal emission regulations applicable at the time of manufacture and that it is free from defects in workmanship or material which would cause it not to meet these regulations within the longer of the following periods:

1. Five years or 500 hours of operation, whichever occurs first, The Emissions Warranty starts 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
2. The Base Engine Warranty.

Limitations

The 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, except those resulting from a defect in materials, or factory workmanship, are not covered by the WARRANTY.

cmd is not responsible for incidental or consequential damages.

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.

* Locations in the United States and Canada are listed in the Cummins United States and Canada Sales and Service Directory; other locations are listed in the Cummins International Sales and Service Directory.

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

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