



Cummins MerCruiser Diesel

Warranty

CMD Quantum Commercial

QSB5.9/QSC8.3/QSL9/QSM11

Marine Propulsion

Coverage

Engines Included in this Coverage

Marine Propulsion

QSB5.9
QSC8.3
QSL9
QSM11

Products Warranted

This warranty applies to new QSB5.9, QSC8.3, QSL9 and QSM11 Engines sold by Cummins MerCruiser Diesel, herein after "CMD", that are branded as Cummins MerCruiser Diesel products and used in Marine propulsion applications anywhere in the world where CMD approved service is available* and delivered to the first user on or after January 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 which are either installed by CMD or a CMD authorized distributor. These Products have the following designation:

MARINE PROPULSION

Government Service (GS) 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 2,800 rpm	200 rpm
2,801 to 3,500 rpm	300 rpm
3,501 to 4,500 rpm	400 rpm
4,501 to 5,000 rpm	500 rpm

This power rating is only for use in National, State or Local government non-revenue producing applications.

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.

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 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.

Warranty Coverage Periods				
Rating	QSB, QSC, QSL		QSM11	
	Note: Coverage ends at which ever occurs first, months or hours of usage.		Note: Coverage ends at which ever occurs first, months or hours of usage.	
	Months	Hours	Months	Hours
GS	24	1,000	24	1,000
Intermittent	24	3,000	24	3,000
Medium Continuous Duty	24	5,000	24	6,000
Heavy Duty	24	5,500	24	8,000
Continuous	24	6,500	24	9,000

Cummins MerCruiser Diesel Responsibilities

During 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.

Owner Responsibilities

During the Engine Warranty

Owner is responsible for the operation and maintenance of the Product as specified in the applicable CMD Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed. This warranty does not cover normal wear and tear of covered parts.

Before the expiration of the applicable warranty, Owner must notify a CMD service provider, 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 CMD International Sales and Service Directory.

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.

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

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.

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 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.

Limitations

1. Maintenance Component Limitations

CMD will replace certain maintenance components if they fail within 90 days or less after the base coverage starts. Maintenance components include but are not limited to: sea

water pump impellers, zinc plugs, oil filters, fuel filters, air filters, water filters, fuel/water separator filters, expansion tank pressure caps, belts, hoses.

2. Other Component Limitations

CMD does not warrant components that are not supplied by CMD factory.

3. CMD supplied alternators and starters limitation

Warranty coverage is limited to 2 years or 2,000 hours, whichever expires first for rating other than Government Service.

Warranty coverage is limited to 2 years or 1,000 hours, whichever expires first for the Government Service rating.

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 above limitations or exclusions may not apply to you.

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 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 CMD published standards.

CMD is not responsible for failures of maintenance components supplied by CMD 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; fuel/water separator filters.

Parts used in warranty repairs may be new CMD parts, CMD 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 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.

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: (A) Five years or 5,000 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 (B) 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 CMD distributor, an authorized dealer or a repair location approved by CMD, and may elect to use parts other than new genuine CMD or CMD 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 this 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.



Cummins MerCruiser Diesel
4500 Leeds Avenue - Suite 301
Charleston, South Carolina 29405
U.S.A.

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