



COMMERCIAL COMPONENT PLUS (CCP) EXTENDED SERVICE COVERAGE (ESC)
REGISTRATION CERTIFICATE

CCP ESC for Turbochargers and Injectors only
Effective Date: January 1, 2024

Customer Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Address: \_\_\_\_\_ City: \_\_\_\_\_
State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Authorized dealer: \_\_\_\_\_ Dealer Code: \_\_\_\_\_
(non-U.S. Provider): \_\_\_\_\_
Address: \_\_\_\_\_ City: \_\_\_\_\_
State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

U.S. Provider: See Section XIII for details.

REGISTRATION DETAIL

Table with 4 columns: Application, Genset or Engine, Product Information, Coverage Start Date and Hours. Rows include Electric Power, Industrial, Marine Pleasure Craft, Marine Revenue, and Petroleum.

COVERAGE OPTIONS AND TERMS

Table with 2 columns: \*Component Coverage, Coverage Terms. Rows include Turbocharger(s) and Set of Injectors with their respective terms.

Table for fee calculation: Commercial Component Plus ESC Fee, Admin Fee, Applicable Taxes, Total ESC.

LIMIT OF LIABILITY
The maximum amount we will pay for any single claim will be the reasonable cost to repair or replace the covered component, not to exceed Caterpillar's list price for the covered component.

I hereby certify that I have read and understand the terms and conditions checked above and as specified within the additional number of pages indicated on the bottom of this Registration Certificate.
Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that the serial number indicated above is eligible for the CCP ESC as specified on this Registration Certificate and have read and understand the Dealer's responsibilities as specified in the Commercial Engine ESC Dealer Administration Manual.
Authorized dealer Representative \_\_\_\_\_ Date \_\_\_\_\_

This contract is not valid until registered

## TERMS AND CONDITIONS

These Terms and Conditions are specifically for Caterpillar commercial engines and are an important part of Provider's continuing effort to provide Customer with superior value and product support. These Terms and Conditions govern the terms of coverage outlined in the Registration Certificate and taken together constitute the Extended Service Coverage Contract (Contract).

### I. DECLARATIONS

This Contract defines coverage for the Cost, less any applicable Deductible, per failure, of a Mechanical Breakdown under normal use during the Coverage Period due to a defect in material or factory workmanship of Covered Components. This Contract is subject to the applicable exclusions listed under **Section VI. EXCLUSIONS AND LIMITATIONS**.

This contract must be purchased within sixty (60) days from the Covered Component's original purchase date. Covered Component must be purchased from an Authorized Dealer. Certain fees, penalties and coverage availability limits may apply for Contracts requested after the original purchase date.

For **Commercial Component Plus (CCP)** Extended Service Coverage (ESC), the Coverage Period under this Contract starts at the sale date of the Covered Component. No claim will be paid until this Contract is registered. Pre-existing claims, claims originating prior to the registration of this ESC, will not be paid.

### II. DEFINITIONS

**"Aftertreatment"** is a general term for a reduction device or system installed to reduce regulated engine exhaust emissions. The systems may or may not be mounted on the engine. Aftertreatment is comprised of the following:

- **"DPF"** means diesel particulate filter, which is an Aftertreatment component included in the Technical Marketing Information (TMI) as-shipped consist or Order Invoice with Engineering Breakdown. The DPF and related systems are designed to reduce Particulate Matter (PM) emissions levels. DPF coverage must be ordered with engine coverage and can be ordered in combination with SCR coverage.
- **"SCR"** means selective catalytic reduction system, which is an Aftertreatment component included in the Technical Marketing Information (TMI) as-shipped consist or Order Invoice with Engineering Breakdown. The SCR and related urea-based diesel exhaust fluid systems are used to reduce Oxides of Nitrogen (NOx) emissions levels in engines. SCR coverage must be ordered with engine coverage and can be ordered in combination with DPF coverage.
- **"DOC"** means diesel oxidation catalysts, which is an Aftertreatment component designed to convert carbon monoxide (CO) and hydrocarbons into carbon dioxide (CO<sub>2</sub>) and water. The DOC can be used as a standalone component or in conjunction with a SCR and/or DPF.

**"Authorized Dealer"** means a dealer authorized by the Manufacturer to sell, service and repair Covered Equipment and/or Covered Components

**"Authorized Representative"** means a representative authorized by Provider to act on Provider's behalf.

**"Caterpillar"** means Caterpillar Inc. and any of its direct or indirect subsidiaries.

**"Cost"** means the usual and customary charges as determined by the Manufacturer for parts, labor, and other allowances necessary to repair or replace the Covered Components. Replacement parts will be

genuine Caterpillar manufactured parts, when performing repairs. Genuine Caterpillar parts include new, remanufactured or Caterpillar approved repaired components.

**“Coverage Fees”** means the amount paid for the ESC.

**“Coverage Period”** means the period that commences with the Coverage Start Date and expires when the duration or usage hours, as specified on the Registration Certificate, are reached, whichever occurs first.

**“Coverage Start Date”** begins on the sales date of the Covered Component as shown on the Authorized Dealer invoice or work order.

**“Covered Component”** means the component(s) listed and identified for the appropriate level of coverage in the Registration Certificate.

**“Covered Equipment”** means the equipment identified by serial number for this Contract as recorded on the Registration Certificate and accepted by Provider.

**“Commercial Component Plus (CCP) ESC”** means extended service coverage available for New or Cat Reman Covered Components installed outside the engine or genset standard factory warranty period.

**“Customer”** means Customer name on this Contract.

**“Deductible”** is the amount Customer agrees to pay per failure for a Mechanical Breakdown.

**“Delivery Date”** is the beginning date of the Caterpillar standard factory warranty period to the initial user for new product.

**“Eligibility Start Date”** means the date on which a Customer is eligible to sign up for ESC. For CCP ESC it is the purchase date of the intended Covered Component from an Authorized Dealer, as shown on the invoice or work order.

**“ESC”** means extended service coverage, which provides protection for Customer against unexpected repair Costs for Covered Components, as further described in this Contract.

**“Manufacturer”** means Caterpillar Inc. or any of its subsidiaries that manufacture Covered Equipment.

**“Mechanical Breakdown”** means the failure, due to a defect in material or workmanship, of any Covered Component to work as it was designed to work in normal service, provided it has received customary maintenance as recommended in the Manufacturer's Operation & Maintenance Manual (OMM).

**“New ESC”** means extended service coverage available for Covered Equipment within the standard factory warranty period.

**“OEM”** means original equipment manufacturer, which can include Manufacturer [or other manufacturers].

**“Pre-Existing Claim”** is a claim filed for a failure which occurred prior to the execution of this Contract and prior to registration of ESC for the Covered Equipment.

**“Provider”** means the entity issuing this Contract and further defined in **Section XIII. PROVIDER.**

**“Repairer”** means a business entity approved or authorized as a repair facility by Manufacturer or an Authorized Dealer.

**“Registration Certificate”** means page one (1) of this Contract, or as generated by the Contract administrator’s quoting and registration platform.

**“Sanctions”** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the United States (U.S.) government, including those administered by the Office of Foreign Assets Control of the U.S. Department of Treasury or by the U.S. Department of State; or (b) the United Nations Security Council, the European Union, or Her Majesty’s Treasury of the United Kingdom.

**“Sanctioned Person”** means, at any time, (I) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, or (II) any person owned or controlled by any such person.

**“Warranty”** or **“Warranties”** means the Manufacturer’s standard factory warranty or a Repairer’s guarantee or warranty.

### III. PROVIDER RESPONSIBILITIES

- When a Mechanical Breakdown occurs, Provider will reimburse the Cost, less any applicable Deductible, to repair, replace or rebuild the Covered Component, and to the extent such Mechanical Breakdown causes damage to the Covered Equipment, Provider will reimburse the Cost less the Deductible, to repair, replace or rebuild the Covered Equipment, this Cost not to exceed Caterpillar’s list price for the equivalent Covered Equipment. This work will be reimbursed at normal working hour labor rates at a Repairer’s place of business.
- Provider will provide, at Provider’s choice, new, remanufactured or repaired components when replacing or repairing any Covered Components.
- Provider will restore the Covered Component to its operating condition immediately prior to the Mechanical Breakdown by repairing and/or replacing only the required part(s), which would be necessary to correct the defect in the Covered Component.
- Provider will reimburse the reasonable labor to disconnect and reconnect the Covered Equipment to its attached equipment, mounting, and support systems, if required. Other parts or components removed in the process of the repair will be reinstalled as is, unless Customer authorizes and pays the additional expense to repair or replace the other parts.
- Provider will also pay the reasonable Costs of any consumables made unusable as a result of a Mechanical Breakdown.
- Provider will reimburse applicable transportation and importation Costs at standard factory warranty approved levels.

### IV. CUSTOMER RESPONSIBILITIES

- Customer shall operate, repair, and perform all recommended maintenance for the Covered Equipment according to the guidelines and recommendations as specified in the Manufacturer’s OMM.
- Customer shall utilize an Authorized Dealer for all scheduled oil sampling (S.O.S.) as specified in the Manufacturer’s OMM, by submitting samples promptly with necessary sample information at the specified service intervals, and take the appropriate action as recommended by Authorized Dealer based on the S.O.S. results.
- Customer shall be responsible for labor and material Costs for the removal and reinstallation of

Covered Equipment, except as stated in **Section III. PROVIDER RESPONSIBILITIES**, or in **Section XVI. ADDITIONAL COVERAGE**, if applicable.

- Customer shall be responsible for all Costs not covered by this Contract.
- Customer shall be responsible for maintaining reasonable documentation of all scheduled maintenance and repairs of the Covered Equipment, such as receipts or copies of work orders or invoices from Repairers or Authorized Dealers showing the maintenance and services performed pursuant to the Manufacturer's OMM recommendations. In the event of a Mechanical Breakdown, Customer may be required to present documentation of scheduled maintenance and repairs.
- Customer shall only use the Covered Equipment for its intended application and shall follow guidelines of the Manufacturer's OMM.
- Customer shall ensure operators have training on proper operation of the Covered Equipment and follow guidelines of the Manufacturer's OMM.
- Customer shall confirm that neither Customer, nor any of Customer's respective directors, officers or employees, or any guarantor of this Contract, or to Customer's knowledge, any agent or subsidiary of Customer's that will act in any capacity in connection with or benefit from this Contract and the services hereunder, is at any time identified as a Sanctioned Person.

In the event of a failure of the Covered Component, Customer shall:

- Take all reasonable steps to protect and safeguard the Covered Equipment.
- Report the failure promptly to Provider or a Repairer.
- Promptly make the Covered Equipment available to a Repairer for examination and repairs and provide proof of this Contract by presenting Customer's copy of the Registration Certificate.
- Furnish Provider or a Repairer with such information as may be reasonably required to assess the failure.
- Provide needed documentation or information upon request.

## V. COVERAGE TERRITORY

This Contract applies to Covered Equipment worldwide except when coverage provided by this Contract would be in violation of Sanctions. In such case, this Contract shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidence of coverage or any claim that would be in violation of Sanctions shall be null and void.

## VI. EXCLUSIONS AND LIMITATIONS

This Contract does not cover a failure caused by:

- Wear-out and normal deterioration in performance, including oil consumption and gasket or seal leaks;
- Wear-out or failure of components due to (i) operation beyond the design and/or capacity of the product, (ii) operator abuse, (iii) improper operation technique, or (iv) application not approved by Caterpillar;
- Corrosion and physical or mechanical erosion;
- Operating equipment with improper, contaminated, or improper levels of fuel, fluids, coolants, lubricants, or the use of improper filters;
- Repairer workmanship;
- Modifications, unless the modifications were authorized at the request of Manufacturer and performed at an approved repair facility;

- Abuse, neglect, or any failure to inspect, observe and comply with maintenance and servicing practices, specifications, intervals and requirements recommended or directed by the Manufacturer or Provider;
- Any failure to test oil samples according to an oil sampling program or analysis (including infrared analysis) as recommended or directed by the Manufacturer;
- Failure of a component which is not a Covered Component;
- Resultant damage caused by a component, which is not a Covered Component, including filter failures, clogging, or blockage;
- Use or establishment of fuel settings for Covered Equipment which are inconsistent with settings recommended by Provider or the Manufacturer; or
- Operating the product at performance settings other than the standard Manufacturer specification.

This Contract also does not pay for the Costs arising from:

- Acts of God, acts of nature, acts of war, vermin, collision, fire, theft, vandalism, riot, or explosion;
- Performance-related complaints, including, but not limited to, adjustments to fuel settings or fuel injectors/nozzles;
- The supply or consumption of lube oils, grease, coolant or air conditioner refrigerant, unless otherwise provided in this Contract or agreed by Provider;
- Any Costs incurred to improve operation performance;
- Any Costs for load or performance testing, even when Caterpillar guidelines call for such testing following a covered repair;
- Work associated with performing a Product Improvement Program (PIP) or Product Support Program (PSP);
- Any loss of or damage to a Covered Component occurring or arising outside the coverage territory, as stated in **Section V. COVERAGE TERRITORY**;
- Routine maintenance items, normally scheduled preventive maintenance, or maintenance services as explained in the Manufacturer's OMM, including but not limited to, valve lash adjustments or replacements of filters, thermostats, seals, gaskets, hoses, vee-belts, batteries, and clutches;
- Storage of Covered Equipment;
- Miscellaneous shop supplies;
- Steel shims and cast-iron block inserts;
- Any Costs associated with Mechanical Breakdowns covered under any Warranty whether enforceable or not; including Emissions Warranty or Repairer's guarantee regardless of whether the Warranty or Repairer's guarantee is honored;
- Parts shipping charges and service charges unless provided by coverage type as described in **Section XVI. ADDITIONAL COVERAGE**;
- Any and all taxes;
- Any Costs associated with loss of time, inconvenience, downtime or downtime-related expenses or other incidental or consequential loss;
- Physical damage related to Mechanical Failure that is not part of the Covered Component;
- Any repairs if the service meter has been stopped or altered or misrepresents the Covered Equipment's actual usage;
- Reimbursement for meals or overnight lodging;
- Failures associated with enclosures, containers, undercarriage, ladders, lights, wheels, axles, brakes, tires, sound attenuation, sound reduction material, insulation, stabilizing jacks, fire suppression and fire extinguishers;

- Contingent damage to component(s) which were not part of the original factory consist; or
- Additional Cat components installed by the Original Equipment Manufacturer (OEM), any Cat dealer, any authorized second level dealer or Customer after the in-service date of the engine.

Failure to provide reasonable documentation of required maintenance, as required in **Section IV. CUSTOMER RESPONSIBILITIES** may result in partial or non-payment of claim.

## VII. UPGRADE OR COVERAGE CONTINUATION

Upgrade / Coverage Continuation is not allowed for Commercial Component Protection ESC.

Changes to the existing Contract terms may require Provider's approval, may result in additional testing requirements, and will result in an adjustment in price for the program coverage.

This Contract's terms cannot be reduced once enrolled.

## VIII. TRANSFER OR ASSIGNMENT OF EXTENDED SERVICE COVERAGE

The remaining coverage of this Contract may be transferred or assigned to subsequent owners, at Provider's sole discretion and at no extra charge provided the usage application is not different and the transfer or assignment would not violate Sanctions. The new owner of the Covered Equipment must present a copy of the current Registration Certificate to Provider within thirty (30) days of the transfer of the Covered Equipment's title and Provider may approve the transfer or assignment of the coverage.

## IX. TERMINATIONS AND REFUNDS

- Customer may cancel this Contract by providing written notice of intent to cancel and returning this Contract to the Contract administrator. Cancellation will be effective on the date the Contract administrator receives the written cancellation notice.
- Refund and Administration Fee. If Provider receives Customer's written cancellation notice and returned Contract within ten (10) days of the registration signature date as indicated on the bottom of the Registration Certificate, Provider will provide a refund in the amount of the Coverage Fees, less any claims paid and less a \$125.00 administration fee.
- If Provider receives Customer's written cancellation notice and returned Contract more than ten (10) days after the registration signature date, as indicated on the bottom of the Registration Certificate, the pro-rated refund will be based on the lesser of months or hours of unused coverage less any claims paid and less a \$125.00 administration fee. If Provider receives Customer's written cancellation notice and returned Contract more than thirty (30) days after the registration signature date, as indicated on the bottom of the Registration Certificate, Customer's refund will be reduced a further ten percent (10%).
- No refund is available if coverage is transferred or assigned to a subsequent owner.
- Provider may cancel this Contract without notice for the following reasons:
  - The Coverage Fee for this Contract has not been paid by Customer;
  - The standard factory warranty has been cancelled or voided;
  - Customer has substantially breached Customer's duties relating to the Covered Equipment or its use; or
  - Caterpillar or Provider determine that continuing this Contract would result in a violation of Sanctions.

- If there is a material misrepresentation in the Registration Certificate, Provider may void this Contract without written notice and Customer will not be charged the Coverage Fee.

In the event Provider cancels this Contract, Provider will return any pro-rated refund, if applicable, based on the lesser of months or hours of unused coverage, less any claims paid, and less a \$125.00 administration fee.

## X. DISCLAIMERS

- Provider responsibilities and Customer remedies under this Contract are limited to the provisions as specified herein.
- Provider disclaims any expressed or implied warranties in connection herewith including any warranty of merchantability or fitness for a particular purpose.
- Provider is not responsible for incidental or consequential damages, except as stated in **Section III. PROVIDER RESPONSIBILITIES**.
- This Contract does not supersede the Emissions Warranty for emissions-related components.
- Misrepresentation of the Covered Equipment's eligibility for ESC, or the actual accumulated miles, kilometers, hours, fuel burn or age shall result in cancellation of this Contract by Provider or non-payment of a claim, as determined by Provider.
- Provider shall be entitled to all other remedies.

## XI. CUSTOMER ASSISTANCE

For the U.S. and Canada, when a problem arises concerning the operation of Customer's Covered Equipment or concerning the service of Customer's Covered Equipment, the problem will normally be managed by the Authorized Dealer in Customer's area.

Customer satisfaction is a primary concern of Caterpillar and Provider's Authorized Dealers. If a problem has not been handled to Customer's complete satisfaction, follow these steps:

- 1) Discuss the problem with a manager from Provider's Authorized Dealer.
- 2) If the problem cannot be resolved at the Authorized Dealer level without additional assistance, contact a service representative with the Contract administrator (Service Representative) at 1-888-614-4328.

Outside the U.S. and Canada, if a problem arises concerning the operation of Customer's Covered Equipment or the service of Customer's Covered Equipment, Customer should contact the nearest Authorized Dealer or Service Representative.

## XII. PRIVACY NOTICE

Provider or its Authorized Representative may collect Customer's name, address, phone number, payment information, product data (including geolocation and operational data) and email address ("Personal Data") from Customer to complete and process the Registration Certificate and to administer this Contract.

Provider may collect non-public Personal Data and other data necessary for Customer's Contract coverage from the following sources:



- 1) Information that Provider receives from Customer on registrations, applications or other forms, such as Customer's name, address, assets and income;
- 2) Information about Customer transactions with Provider, Provider's subsidiaries, Provider's affiliates (received only with Customer's express consent), Authorized Representative; and
- 3) Information from a Consumer reporting agency.

Provider processes Personal Data for the following purposes:

- 1) To execute and administer this Contract, including processing of claims;
- 2) To administer additional services requested in conjunction with this Contract;
- 3) To respond to Customer inquiries and provide customer support;
- 4) To enforce Provider's rights in the case of Customer default under this Contract or a breach by Customer of any of its responsibilities or obligations;
- 5) To comply with legal and regulatory obligations;
- 6) To conduct surveys, including through electronic means, to ascertain Customer satisfaction with Provider's coverage and services;
- 7) To contact Customer with details of Customer's existing or expiring coverage; and
- 8) To contact Customer with details of products and services offered by Provider and other parties.

In addition to the purposes outlined above, data may be de-identified, in which case it is no longer Personal Data, and may be processed for other purposes.

In order to process Personal Data, Provider may rely on different legal basis, including:

- 1) The necessity for completion of pre-contractual measures, executing and administering a contract, and exercising Provider's rights thereunder;
- 2) The necessity for Provider to comply with legal obligations;
- 3) The necessity to pursue legitimate interests, including to improve the products and services Provider offers to Customer and to provide Customer with information about the products and services that Provider offers; and
- 4) Customer consent. If Provider relies on Customer consent as a legal basis for processing Customer data, Customer may withdraw consent at any time.

Provider will share Personal Data with third parties, including the Contract administrator, located in the United States of America (U.S.A.), who acts as a data controller and may process Customer Personal Data for any of the above referenced purposes. Customer may obtain additional details on the specific measures the Contract administrator uses to ensure compliance with applicable data protection requirements, and to maintain the security and protection of Customer data, by accessing the Contract administrator's global privacy notice (<https://www.caterpillar.com/dataprivacy>).

The failure to provide Personal Data would in some cases have the consequence that this Contract is not concluded, including:

- 1) Where processing is necessary to the administration of this Contract or the conducting of pre-contractual measures; and
- 2) Where processing is necessary to fulfil Provider's legal and regulatory obligations or to exercise Provider's legal rights.

### XIII. PROVIDER

**In the United States (U.S.) and its territories of Guam, America Samoa, the Northern Mariana Islands and U.S. Minor Outlying Islands:** The Provider of this Contract is Caterpillar Inc.

**In Canada excluding Alberta:** The Provider of this Contract is the Cat dealer.

**In Alberta, Canada:** The Provider of this Contract is Caterpillar of Canada.

**In All Other Countries and the U.S. territories of Puerto Rico and the U.S. Virgin Islands:** The Provider of this Contract is the Cat dealer.

### XIIIA. NOTICE FOR U.S. CONTRACTS ONLY

Obligations of the Provider under this Contract are backed only by the full faith and credit of the Provider (issuer) and are not guaranteed under a Contract reimbursement insurance policy.

### XIV. ENDORSEMENTS, APPLICABLE TO U.S.A. ISSUED SERVICE CONTRACTS ONLY

**In Georgia:** Paragraph IX. **TERMINATIONS AND REFUNDS** the subparagraphs Refund and Administration Fee and Cancellation by Provider are replaced by the following:

- **Refund and Administration Fee.** If Customer cancels this Contract, the pro-rated refund will be based upon the lesser of months, miles or hours of unused coverage provided.
- **Cancellation by Provider.** Provider may only cancel this Contract for fraud, material misrepresentation or non-payment. If Provider cancels this Contract, Provider will give written notice of cancellation at least:
  - 1) Ten (10) days before the effective date of cancellation if Provider cancels for non-payment of Coverage Fees; or,
  - 2) Thirty (30) days before the effective date of cancellation if Provider cancels for any other reason. The pro-rated refund will be based upon the lesser of months, miles or hours of unused coverage provided.

**In Hawaii:** Paragraph IX. **TERMINATIONS AND REFUNDS**, the subparagraph Cancellation by Provider is replaced by the following:

- **Cancellation by Provider.** Upon cancellation of a service contract by the Provider, Provider, at least five (5) days prior to cancellation, shall mail to the contract holder at the contract holder's last known address, a written prior notice of cancellation that states the effective date of the cancellation; provided that prior notice under this subsection shall not be required if cancellation is for:
  - Nonpayment of the Provider's fee for the service provided under the service contract;
  - A material misrepresentation by the contract holder to the Provider; or
  - A substantial breach of duties of the contract holder under the service contract, relating to a covered product or its use.

**In Hawaii and Wyoming:** Paragraph IX. **TERMINATIONS AND REFUNDS**, the subparagraph Refund and Administration Fee is replaced by the following:

- **Refund and Administration Fee.** If no claims have been made under this Contract delivered at the time of sale and Customer cancels this Contract by returning it to Provider within twenty (20) days of

purchase, Customer's refund shall be the Coverage Fees, or between twenty (20) and thirty (30) days of purchase, Customer's refund shall be the Coverage Fees less a \$25.00 administration fee. If Customer cancels this Contract by returning it to Provider after thirty (30) days from purchase, the pro-rated refund will be based on the lesser of months, miles or hours of unused coverage provided less any claims paid and a \$25.00 administration fee. No refund is available if coverage is transferred or assigned to a subsequent owner. A ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Contract was returned to Provider.

**In Wisconsin:** Paragraph **IX. TERMINATION AND REFUNDS** the subparagraphs Refund and Administration Fee and Cancellation by Provider are replaced by the following:

- **Refund and Administration Fee.** If Customer cancels this Contract by returning it to Provider within fifteen (15) days after Customer receives this Contract, Customer's refund shall be the Coverage Fees less a \$35.00 administration fee. If Customer cancels this Contract by returning it to Provider after fifteen (15) days from the date Customer receives this Contract, the pro-rated refund will be based on the lesser of months, miles or hours of unused coverage provided less a \$35.00 administration fee. If Provider cancels this Contract, Provider will provide Customer with written notice and Provider will not deduct any claims paid from Customer's refund. A ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Contract was returned to Provider. All other terms and conditions apply.
- **Cancellation by Provider.** Provider may cancel this Contract with written notice to Customer and return to Customer the pro-rated refund based on the lesser of months, miles or hours of unused coverage provided and a \$25.00 administration fee for the following reasons: the Coverage Fee for this Contract has not been paid by Customer, the standard factory warranty has been canceled or voided, or a substantial breach of duties by Customer relating to the Covered Equipment or its use. If there is a material misrepresentation with intent to deceive by Customer in the Registration Certificate, Provider may void this Contract with written notice and Customer will not be charged the Coverage Fee.

## **XV. COVERED COMPONENTS**

Covered Components under CCP ESC are listed on page 1 of this contract, components not selected are not covered.

It is the responsibility of the Authorized Dealer to provide the following documents to Caterpillar:

- 1) A copy of the ESC Registration Certificate; and
- 2) The invoice or work order from an Authorized Dealer that includes:
  - Covered Component part number(s)
  - Engine/genset serial number
  - Engine/genset hours
- 3) The installation worksheet/inspection document

These documents will become part of the permanent history of the Covered Equipment.

## XVI. ADDITIONAL COVERAGE

### **Emergency Freight:**

Emergency freight reimbursement up to \$500.00 is available with all levels of ESC when a dealer is unable to obtain the Covered Component replacement part(s) required to complete a repair through the normal regional distribution channel.

## XVII. EXTENDED SERVICE COVERAGE CONDITIONS

### **Eligibility Requirements:**

This coverage is not available for Equipment under the standard factory warranty period.

### **Hours of Use Limits:**

Covered Components in all applications shall not exceed the limits selected on the Registration Certificate of this contract.

### **Years of Coverage Period Limits:**

CCP ESC shall not extend beyond forty-eight (48) months from the Sales Date of the New or Cat Reman Covered Component.

**Customer's failure to follow the Manufacturer's OMM may result in denial of claims.**

*"THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."*