

Thompson Machinery

Full Machine Warranty Program

Cat Total Plus Warranty

These guarantees apply to Caterpillar Model D375C S/N HAD00513
Delivered to West Wilson Co. Inc. on 8-14-06.

These guarantees are concurrent with Caterpillar, Inc. standard warranty and do not have any effect upon that warranty.

The special services or guarantees provided by Thompson Machinery to West Wilson Co. Inc. under this agreement are for

3 years or all 5000 hours, whichever comes first, full machine warranty (excluding worktools and rubber tracks on multi terrain loaders).

GENERAL CONDITIONS & LIMITATIONS

Parts and exchange component orders and machine repair requests must occur during dealer normal working hours.

Machine transportation costs to and from Thompson Machinery will be paid by the user.

This warranty is made by Thompson Machinery exclusively and is not binding on Caterpillar, Inc. or any other Caterpillar dealer.

Caterpillar, Inc. conducts Product Improvement Programs to improve machines sold to users. In the event this machine enrolled under this agreement is subject to such a program, the special services will not apply to that improvement; however, Thompson Machinery will endeavor to schedule such product improvement at the user's convenience.

Remedies under the extended warranty are limited to provisions of replacement parts, and repairs specifically provided. Thompson Machinery shall in no event be liable for any other losses, damages, costs of expenses claimed by customer, including but not limited to, loss from failure of the machine to operate for any period of time, and all other direct, indirect special incidental, or consequential damages, including all personal injury and property damage due to alleged negligence, strict liability or any other legal theory whatsoever. The extended warranty is in lieu of all other warranties by Thompson Machinery, whether expressed or implied by law. Without limiting the generality of the foregoing, Thompson Machinery makes no warranty of merchantability or fitness of the machine for any particular purpose.

THOMPSON MACHINERY

DATE _____

BY: _____

This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All extended power train warranty reports must be performed at Thompson Machinery. All machine transportation costs or filed service travel expenses to and from this location shall be paid by you. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement of service or wear items.

Scheduled Oil Sampling (SOS) is a requirement of this warranty. The customer is responsible for keeping the SOS current, which means taking the samples at the prescribed intervals and purchasing the additional sample kits as needed. A starter kit of 10 sample kits and a sampling pump is included with the purchase of this warranty.

The engine oil is to be sampled every 250 hours or 3 months and all other oil components within the powertrain every 500 hours or 3 months. Failure to maintain SOS can result in reduced warranty coverage if it is determined that the failure could have been detected and minimized by SOS.

This extended warranty coverage is subject to the following conditions and limitations:

- (1) Replacement parts provided are warranted for the remainder of the extended warranty period applicable to the machine in which installed.
- (2) The machine may not be altered or modified in any manner which affects the mechanical operation as designed by Caterpillar, Inc.

Cat Total Plus Warranty

West Wilson Co. Inc.
COMPANY NAME
Mr. [Signature]
P.O. Box 97
Mitsubishi 37120-0097

BY: _____

Effective with sales to the first user on or after November 1, 2003

CATERPILLAR BATTERY LIMITED WARRANTY

USA and Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new batteries sold by it and used within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship.

In other areas, different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, and IL USA 61629.

This warranty is subject to the following:

1. The warranty period is identified in the following table starting from the date of battery sale or product delivery to the first user.

Application	Battery Type & Warranty Period			
	Premium, High Output	Free Replacement	General Service Line	Free Replacement
Warranty Period	Period	Period	Warranty Period	Period
On-Highway vehicles up to 680 kilograms (3/4-ton) capacity with charging systems.	72 Months	24 Months	72 Months	18 Months
On-Highway vehicles over 680 kilograms (3/4-ton) capacity with charging systems.	36 Months	24 Months	30 Months	12 Months
Earthmoving, construction, materials handling, paving and off-highway equipment, agricultural, industrial engine, electric power generation and marine products with charging systems.	36 Months	18 Months	24 Months	12 Months
Except BCI Grp. 4D, 8D, and 30H/31 in above applications.	36 Months	12 Months*	24 Months*	12 Months*
For deep cycle applications or applications without constant battery charging systems (i.e. auxiliary batteries for marine pleasure craft or recreational vehicles; electric trolling motor or golf cart applications which use batteries as their motive power; lawn garden applications, etc.).	3 Months	3 Months	18 Months (BCI group sizes U-1R, U-1, 8V, and GC-2) 30 Months (BCI group sizes 24 M, 27M) 3 Months (All other BCI group sizes)	3 Months

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M318C

HAD 00513

Effective with sales to the first user on or after March 1, 1999

CATERPILLAR WARRANTY

Earthmoving, Construction, Material Handling, and Paving Product Machines

For Selected Models Designated by Caterpillar With 6 Month/Unlimited Hour Warranty (USA & Canada)

Caterpillar warrants the following products sold by it and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers to be free from defects in material and workmanship.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, and paving product machines designated by Caterpillar as having 6 month/unlimited hour warranty. See your Caterpillar dealer for a complete listing of covered models.
- New engines used as replacements in such Caterpillar product.
- Attachments installed on such machines prior to delivery (unless covered by the Caterpillar Work Tool warranty statement or another manufacturer's warranty).

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. An additional warranty against wear is applicable to landfill compactor Plus Taps when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Caterpillar brand batteries, Mobil-trac belts or Caterpillar Work Tools which are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period
For new machines and attachments, the warranty period is 6 months, starting from date of delivery to the first user.

For new replacement engines, the warranty period is 6 months, starting from date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Caterpillar dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal and installation is the user's responsibility.

User Responsibilities

- The user is responsible for:
- Providing proof of the delivery date to the first user.

- The costs associated with transporting the product.
- Labor costs, except as stated under "Caterpillar Responsibilities".
- Local taxes, if applicable.
- Parts shipping charges in excess of those which are usual and customary.

- Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for failures resulting from:

- Any use or installation which Caterpillar judges improper.
- Attachments, accessory items and parts not sold or approved by Caterpillar.
- Abuse, neglect and/or improper repair.
- User's delay in making the product available after being notified of a potential product problem.
- Unauthorized repair or adjustments, and unauthorized fuel setting changes.

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Effective with sales to the first user on or after September 1, 1999

CATERPILLAR WARRANTY

Ground Engaging Tools

Worldwide

(excluding the commonwealth of Independent States)

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following Ground Engaging Tools (and every major component thereof) sold by it, and used outside the Commonwealth of Independent States (formerly USSR), against breakage. This warranty is applicable after the expiration of any standard machine or parts warranty to:

- Tips and adapters used on buckets, rippers and scrapers
- End bits and router bits
- Side cutters and sidebar protectors
- Uni-tooth components
- Modulk and HD Mining System components
- MEGS (Mining Edge Guard System) components
- Mechanically-attached adapter systems and wear plates
- Lip Protection System components
- Base edge assemblies, bolt-on flat plate or half arrow segments and cutting edges (except high carbon motor grader cutting edges)
- Ripper shank protectors and multi-piece ripper protectors
- Scurfler tips
- Compactor feet
- Landfill compactor tips and chopper blades (an additional warranty applies to Long Life Plus Tips)
- Bolt-on wear plates and sole plates
- Loader bucket cutting edge corner components
- Grader Bit and Mining Bit adapters

- Grader Bit, Mining Bit assemblies and tungsten carbide motor grader cutting edges (except for carbide element)
- Percussive drill products

This warranty also covers the parent material of the Ground Engaging Tools covered if Caterpillar-sourced Abrasion-Resistant Material (ARM) has been applied by a Caterpillar dealer.

This warranty is subject to the following:

Warranty Period

The warranty period is not limited by time and is applicable throughout the *useful life* of the Ground Engaging Tools covered.

Caterpillar Responsibilities

If a breakage occurs during normal operation, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

User Responsibilities

The user is responsible for:

- Labor (including welding) and hardware costs associated with removal and installation.
- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for failures resulting from:

- Any use or installation which Caterpillar judges improper.
- Breakage of Ground Engaging Tools due to worn mating components or those that have been hardfaced or improperly welded.
- Attachments of competitive parts to Caterpillar components.
- Cracks in the ARM weld and chipping of hard particles out of the weld. This is not considered "breakage" under the terms of this warranty.
- Abuse, neglect and/or improper repair.

A different warranty statement applies to Ground Engaging Tools used in the Commonwealth of Independent States. Copies of this warranty may be obtained by writing Caterpillar Inc., 100 N.E. Adams St., Peoria, IL, USA 61629.