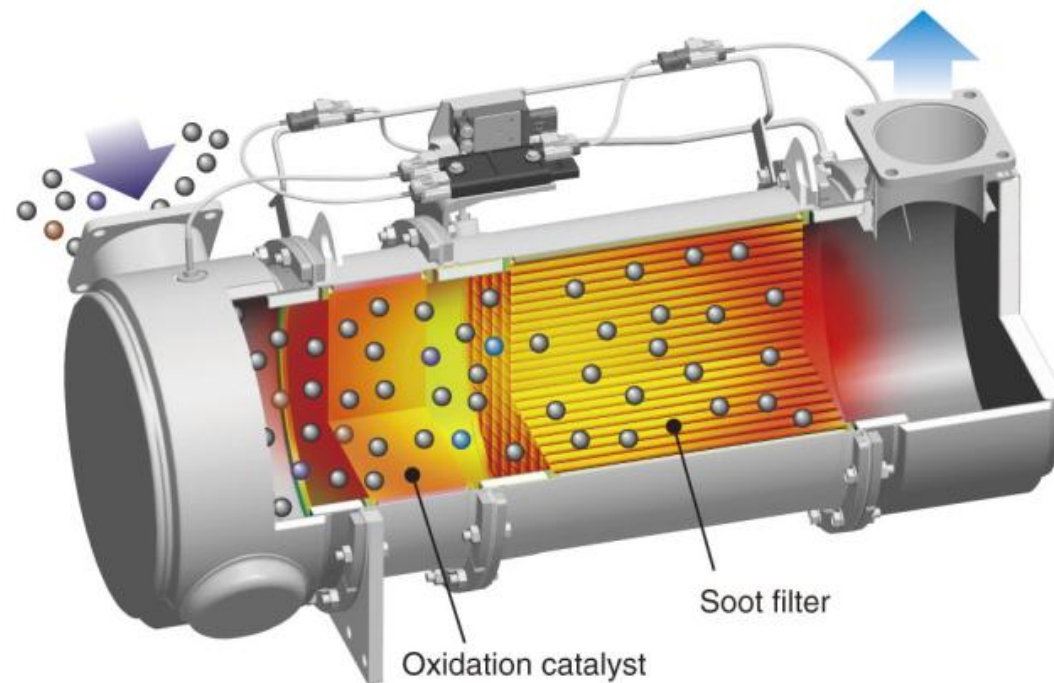


COMPLIMENTARY KDPF EXCHANGE UNIT PROGRAM



Complimentary KDPF Exchange Unit Program Customer Certificate For Interim Tier 4 Construction Equipment

1) Program details

For Customer’s new interim Tier 4 (“Tier 4i”) Construction equipment (identified below) Komatsu America Corp. (KAC) will provide up to two complimentary Komatsu Diesel Particulate Filters (KDPF) over the course of the first five years from machine first-in-dirt date (FID), subject to the terms herein. Qualification for complimentary KDPF exchange is based on the conditions below and proper machine maintenance as defined in section 3 of this document and in the machine’s Operation and Maintenance Manual.

- a) Each complimentary exchange unit must be installed within 100 engine hours of the **recommended service intervals** as found in the machine’s Operation and Maintenance Manual and explained below.

Engine Gross Horse Power	Recommended Service Interval
174 HP and up	4500 hours and 9000 hours
Less than 174 HP	3000 hours and 6000 hours

- i) KAC must authorize, in writing, the exchange of a KDPF under this complimentary program, if an exchange unit is required outside the recommended service interval window shown above.
- b) The program is applicable to Tier 4i Construction Machines (Machines) wholesaled by KAC in the United States and Canada.
 - i) Tier 4i construction machines eligible for this program are currently defined as follows:
 - (1) Articulated trucks HM300-3 and HM400-3
 - (2) Dozers D65-17 and D155-7
 - (3) Excavators PC240LC-10, PC290LC-10, PC360LC-10, PC390LC-10 and PC490LC-10
 - (4) Wheel Loaders WA380-7, WA500-7, WA600-6

This list may be updated as eligible Tier 4i construction models are released.

2) Exclusions and Limitations

- a) The following expenses are excluded from this Program:
 - i) Transporting the Machine to a Distributor facility for completion of installation or other covered repair and transporting the Machine back to the Machine’s work location after completion of installation or other covered repair.
 - ii) Labor
 - iii) Additional services performed at the Customer’s request outside the scope of the coverage time for such installation including, by way of example but not limitation, replacing parts and components outside such scope during the course of performing such installation on a covered Item.
 - iv) Travel time and mileage.
 - v) Consumables and other parts required to complete the installation, such as gaskets and clamps that may not be part of the complimentary exchange program.
- b) Failure of the KDPF resulting from the following are specifically excluded from this program:
 - i) The use of oils other than Komatsu genuine or Komatsu recommended oil as specified in the Machine’s Operation and Maintenance Manual.
 - ii) Failure to maintain proper oil change intervals as described in the Machine’s Operation and Maintenance Manual for the specific oil used.
 - iii) Failure to follow proper fuel guidelines as outlined in the Machine’s Operation and Maintenance Manual.
 - iv) Fuel or oil contamination.
 - v) Incomplete or faulty repair procedures on previous repairs completed by any person other than Distributor.
 - vi) Fire, accidents, vandalism, theft, acts of terrorism or war, acts of nature or other causes beyond the direct control of Distributor.
 - vii) Misuse, misapplication, negligence or other misconduct on the part of Customer or any other person.

viii) Damage resulting from the failure of another component not covered under this program

3) Customer Responsibilities:

- a) Removal and installation of KDPF must be performed by a Komatsu authorized Distributor
- b) Perform Komatsu Oil and Wear Analysis (KOWA) per the prescribed oil sampling intervals as found in the Machine's Operation and Maintenance Manual.
- c) Operate, maintain, store, repair and otherwise use the Machine per the guidelines specified in the Operation and Maintenance Manual, Machine specific Payload Policy and all other notices or letters from Distributor or Komatsu concerning such topics.
- d) Maintain KOMTRAX and other machine information systems in good operating condition and repair at all times and allow KAC and the Komatsu Distributor access to the machine information system data.

4) Distributor Responsibilities:

- a) Distributor will exercise commercially reasonable efforts to respond promptly to any Customer requests and questions related to this Program.
- b) Distributor will carry out covered repairs during normal Distributor working hours.

5) Komatsu Responsibilities

- a) Provide the authorized Komatsu distributor the new or remanufactured (like new) KDPF exchange unit, through the normal parts ordering channel.

6) Transferability:

This Program is specific to the Customer listed below and Machine listed in Section 1(b) and listed below by serial number.. Customer may not assign its right under this Program without the prior written consent of KAC (such consent not to be unreasonably withheld).

7) Limitation of Liability:

The rights and obligations of the parties under this Program is subject to the exclusions, disclaimers, limitations of liability and other terms and conditions specified in the standard manufacturer warranty certificate issued by Komatsu America Corp. on the machine in question.

I hereby certify that I have read the above terms and conditions of this Program Certificate.

KOMATSU DISTRIBUTOR:

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Machine Serial No.:

