TEREX
CORPORATION

Bob Keefer
Global TBS Engineering Manager
Terex Corporation
T 260.969.4531
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BY ELECTRONIC MAIL (RMD.ODI@DOT.GOV)

May 6, 2014 (superseding original February 19, 2014 notice)

Ms. Cynthia Glass
General Engineer, RMD
US DOT/NHTSA
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Ms. Glass:

In response to the information request for EQ 14-005, the 1 defective Cummins Westport engine that Terex Advance Mixer purchased from Cummins Inc. was quarantined in our facility and received the ECM calibration update associated with the recall pertaining to Cummins' campaign code C1461. The repaired engine was installed in a model FD5000 Concrete Mixer truck (VIN: 5DG8AU5T1E0012870) and it still currently belongs to Terex Advance Mixer as a demonstration model.

Terex Advance Mixer is a vehicle manufacturer, but because the Cummins recall campaign was completed while the vehicle was still being manufactured, Terex Advance Mixer plans no further field action on this issue.

Sincerely,

Robert M. Keefer

Bob Keefer

Enclosures

Cummins recall notice for ISX12G
Cummins work order for new calibration for Terex's engine (ESN 75024846)
Original NHTSA notice dated February 19, 2014

Cc:

Gregg Austin - Asst. VP, Chief Product Safety Officer
Gary Dennis – General Manager, Terex Roadbuilding

BY ELECTRONIC MAIL (RMD.ODI@DOT.GOV)

February 12, 2014

Nancy L. Lewis
Associate Administrator for Enforcement
National Highway Traffic Safety Administration
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Dear Ms. Lewis:

Cummins Inc. and Cummins Westport Inc. (a joint venture between Cummins Inc. and Westport Innovations Inc.) have decided that certain engines, as identified below, may contain a safety-related defect. The following is submitted in accordance with the National Highway Traffic Safety Administration's defect regulations, 49 CFR Part 573.6.

1. Product Identification and Estimated Defect Population:

This notice involves the following engines:

Engine Model	Production Range	Population
Cummins Westport Model ISL G	January 3, 2013 – February 2, 2014	5,713
Cummins Westport Model ISX12 G	February 19, 2013 – February 2, 2014	2,554

This notice also involves the ISL G engines below, which may have had their Electronic Control Modules (ECM's) recalibrated during a service event during the period January 3, 2013 through February 2, 2014:

Engine Model	Production Range	Population
Cummins Westport Model ISL G	September 12, 2007 – January 2, 2013	16,746

The number of engines within this population that have had a recalibration is unknown.

Cummins Westport will notify owners of all three impacted populations, subject to the concurrence of the vehicle OEM's in which the engines are installed.

2. Customer Channels

ISL G engines were supplied to the vehicle OEMs identified in Attachment I and ISX12 G engines were supplied to the vehicle OEMs identified in Attachment II, for installation as original equipment in trucks and buses.

Cummins Inc.
500 Jackson Street
Columbus, IN 47201 USA
Phone 1 812 377 5000
cummins.com

3. Description of the Defect

Ice from condensation may form in or around the intake manifold temperature/pressure sensor on engines operating in sub-freezing ambient temperatures without cold weather aids. This ice may interfere with the proper operation of the pressure sensor function of the intake manifold temperature/pressure sensor, causing the engine's ECM to improperly fuel the engine, resulting in elevated exhaust temperatures and the possibility of flame from the exhaust pipe. In most cases, this improper operation will result in the engine running rough and misfire, and will log diagnostic fault codes in the Engine Control Module that illuminate dash lamps.

4. Description of the Safety Risk

During this improper operating condition, bystanders may be exposed to the elevated exhaust temperatures or flames from the exhaust pipe, possibly resulting in burns. Combustible materials near the tailpipe may be ignited, resulting in a fire.

5. Chronology of Events

January 29, 2014: Cummins Westport received notification from the field of two vehicles reporting flames from the exhaust.

January 29 – February 9, 2014: In response to these reports, Cummins Westport initiated a root cause investigation, including product testing, and was able to duplicate the reported condition. A Product Safety Hazard Analysis was also completed.

February 10, 2014: Based upon the results of the root cause investigation and testing, Cummins and Cummins Westport decided to initiate this voluntary campaign to remedy the condition. A revised ECM calibration with improved diagnostics and control functionality has been released for production and for service.

To date, no reports of injuries, fatalities, accidents, or fires related to this condition have been received.

6. Remedy Program

Cummins Westport will work with the OEMs to identify and notify affected vehicle owners. A new ECM calibration will be installed, without charge, through the Cummins service network. The new ECM calibration has improved diagnostics to detect the improper intake manifold pressure sensor condition during freezing conditions and improved control logic to take appropriate fueling action under the freezing conditions.

7. Part 577 Notice Letter; Dealer Bulletins

A draft owner notification letter will be submitted to the agency for review and approval as soon as possible. Representative copies of distributor bulletins related to this recall will be provided within five business days after they are issued.

8. Customer/Owner Notifications

Notification of affected OEM customers is expected to occur by February 14, 2014. The timing of owner notification will be determined in consultation with the affected OEMs. Owner notification will commence promptly after receipt of the vehicle OEMs' customer contact information.

9. Pre-Notification Remedy Reimbursement

Pursuant to 49 CFR §577.11(e), Cummins Westport requests that it be exempt from providing notification of a reimbursement plan. Any pre-notification product failure would have been replaced under the manufacturer's limited warranty. Accordingly, no person would be eligible for reimbursement pursuant to §573.13

Please advise the undersigned of the recall campaign number assigned by the Office of Defects Investigation to this recall. Cummins' campaign code for the ISL G recall will be C1462 and for the ISX12 G recall will be C1461.

Sincerely,

Mark L. Wilson

Mark L. Wilson
Director – Product Safety
Cummins Inc.

Phone: 812-377-7543
Fax: 812-377-2433
Email: mark.l.wilson@cummins.com

cc: Mr. Christopher H. Grigorian, Foley & Lardner LLP

Crosspoint

TERMS: NET 30 unless otherwise specified. A SERVICE CHARGE OF 1.5% PER MONTH (EFFECTIVE APR 19.6%) WILL BE CHARGED ON PAST DUE ACCOUNTS. Please check this invoice for accuracy. If a discrepancy is found, call your servicing location immediately & we will promptly respond.

FORT WAYNE BRANCH
3415 COLISEUM BLVD WEST
FORT WAYNE, IN 46808-
(260)482-3691

REPRINT

INVOICE NO
002-55963
Remit To:75 Remittance Dr-Ste1701 Chicago, IL 60675-1701

BILL TO

TEREX ADVANCE MIXER PARTS
7727 FREEDOM WAY
FORT WAYNE, IN 46898-
HT

OWNER

TEREX ADVANCE MIXER PARTS
7727 FREEDOM WAY
FORT WAYNE, IN 46898-
MARK GIBSON - 260 9694594

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
11-FEB-2014			ISX11.9 G		TEREX
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
380121		10-FEB-2014	75024846	CPL364700	33-03B
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
115685	87086		124		128701214

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN E0012870

COMPLAINT RECAL ISX-G USE LASTEST CAL OFF QUICKSERVE UNIT WILL BE IN PID TALK TO MARK GIBSON 260-415-8671

CAUSE CUSTOMER REQUEST

CORRECTION DROVE TO CUSTOMER'S LOCATION. HOOKED UP INSITE. UPDATED CALIBRATION FROM DH10001.08 TO DH10001.09. RAN AND CHECKED - OK

COVERAGE WARRANTY

PARTS:			0.00
PARTS COVERAGE CREDIT:			0.00 CR
TOTAL PARTS:	**0.00**		
SURCHARGE TOTAL:			**0.00**
LABOR:			172.80
LABOR COVERAGE CREDIT:			140.40 CR
TOTAL LABOR:	**32.40**		
MISC.:		-	20.30
MISC. COVERAGE CREDIT:			12.10 CR
TOTAL MISC.:	**-** **32.40**		
CECO WNTY ROAD MILEAGE			12.10
FREE CUST SERV(DEPT.320)		-	32.40

WARRANTIES APPLIED: **FACTORY**

TAX EXEMPT NUMBERS: IN 0002061805 001 TAXES:

STATE **0.00**

MATERIAL SAFETY DATA SHEETS REQUIRED BY OSHA HAZARD COMMUNICATION STANDARDS ARE AVAILABLE AT ALL BRANCHES.

THIS INVOICE FOR ENGINES, PARTS, COMPONENTS, REPAIR AND/OR SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE BACK OF THIS INVOICE, WHICH INCLUDES LIMITATIONS ON WARRANTIES AND REMEDIES. PURCHASER ACKNOWLEDGES THAT SUCH TERMS AND CONDITIONS HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	0.00
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**0.00**

AUTHORIZED BY (print name)_____**SIGNATURE**_____**DATE**_____

Cummins Crosspoint, LLC

ENGINES, PARTS, COMPONENTS AND OTHER PRODUCTS - MANUFACTURER'S WARRANTY

THE ONLY WARRANTY WITH RESPECT TO ANY ENGINES, PARTS, COMPONENTS OR PRODUCTS TO WHICH THIS INVOICE RELATES IS THAT WARRANTY, IF ANY, MADE BY THE MANUFACTURER THEREOF. CUMMINS CROSSPOINT, LLC ("CCRPT") MAKES NO WARRANTY OF ANY KIND REGARDING SUCH ENGINES, PARTS, COMPONENTS OR PRODUCTS, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE OR TRADE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CCRPT IS NOT RESONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

LIMITED SERVICE WARRANTY AND EXCLUSIVE REMEDY

Coverage

Cummins Crosspoint, LLC Limited Service Warranty covers failures, which are a direct result of improper workmanship performed by Cummins Crosspoint, LLC on the purchaser's equipment. This coverage extends for a period of one hundred eighty days (180) days or 25,000 miles or 1,000 hours of operation, whichever comes first, from the date the service or repair work was performed by Cummins Crosspoint, LLC ("CCRPT") as specified on the front of this invoice. This limited service warranty is made to the original Purchaser of services and repairs as specified on the front of this invoice and does not apply to subsequent purchasers or users.

OTHER COVERAGES

Engines and components rebuilt by CCRPT for sale on an exchange basis are covered by a separate warranty policy. Copies of this policy are available to purchasers of these specific engines or components upon request.

Exclusive Remedy

The Purchaser's sole and exclusive remedy for any claim resulting from defects in workmanship shall be correction of improperly performed service or repair at the expense of CCRPT. CCRPT will also pay for reasonable parts and labor needed to correct any damage to other portions of the unit (sometimes known as "progressive damages") directly resulting from such improperly performed workmanship by CCRPT, up to a maximum of $ 5000, subject to the terms and conditions contained herein.

Limitations

EXCEPT FOR THE FOREGOING, CCRPT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE, OR TRADE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILTIY OR SERVICE OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING WITH RESPECT TO SERVICE OR REPAIRS WHICH ARE THE SUBJECT OF THIS INVOICE.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CCRPT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTAIL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DAMAGES RESULTING FROM "DOWNTIME" EXPENSES, CARGO DAMAGES, TOWING FEES, LOSS OF USE OF EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES OR ANY OTHER BUSINESS COSTS AND LOSSES RESULTING FROM A COVERED FAILURE. CCRPT'S COMPLETE LIABILITY FOR ANY FAILURES RESULTING FROM IMPROPER WORKMANSHIP PERFORMED BY CCRPT, AND THE PURCHASER'S EXCLUSIVE REMEDY THEREFOR, ARE LIMITED TO CORRECTION OF IMPROPERLY PERFORMED WORKMANSHIP AT THE EXPENSE OF CCRPT.

IF CCRPT DETERMINES, IN ITS SOLE DESCRETION, THAT IT IS IMPRACTICAL TO REMEDY DEFECTS BY SERVICE OR REPAIR, CCRPT MAY REFUND THE PART OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE SERVICE OR REPAIR PAID BY THE PURCHASER, AND SUCH REFUND SHALL BE THE SOLE AND EXCULSIVE REMEDY FOR ANY SUCH CLAIM. The warranty set forth herein is the sole warranty made by CCRPT with regard to service or repairs performed by CCRPT.

What Is Not Covered By This Warranty

This warranty covers service or repair work only. CCRPT does not warranty any engine, product, component or part, and the only warranty respecting a product, component or part is the warranty, if any, made by the manufacturer thereof. CCRPT makes no warranty and shall have no responsibility for any portion of the Purchaser's equipment that CCRPT does not work on. This warranty does not apply to damage by accident, failure to perform proper maintenance, abuse, misuse, neglect or modification by Purchaser or third parties. This warranty does not apply if service or repair to the portion(s) of the equipment repaired by CCRPT is performed by anyone other than CCRPT after the date this warranty becomes effective.

How to Obtain Service Warranty

Prior to the expiration of this warranty, the original Purchaser of service or repairs must give notice of any warrantable failure to CCRPT and deliver the unit at owner's expense to a CCRPT facility for repair or to another location as specified by CCRPT. The original Purchaser is responsible for providing his original repair documentation.

Abandoned Material

Any materials left on the premises of CCRPT after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of CCRPT.

Payment

Unless Prior credit arrangements are made with CCRPT, payment in full by Purchaser for all service and repair work performed by CCRPT and for any parts, components, engines and products furnished to Purchaser shall by made at the time of completion of the repair and service work. If credit is extended to Purchaser, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by CCRPT in collecting any amounts due to CCRPT from Purchaser. Any invoice which is past due shall bear interest until paid at the rate of 1.5% per month or, if such rate is greater than that allowed by applicable law, such lesser rate as may be so allowed.

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BY ELECTRONIC MAIL (RMD.ODI@DOT.GOV)

February 19, 2014

Ms. Kelly Schuler
Recall Management Division
National Highway Traffic Safety Administration
400 Seventh Street S.W.
Washington, D.C. 20590

Dear Ms. Schuler:

I am writing to inform you that the one ISX12G engine that was purchased by Terex Advance Mixer has received the ECM calibration update associated with the recall pertaining to Cummins' campaign code C1461. We plan no further field action.

If you have any questions or need additional information, please feel free to contact me directly using the contact information provided above.

Sincerely,

Bob Keefer

Enclosures

Cummins recall notice for ISX12G
Cummins work order for new calibration for Terex's engine (ESN 75024846)

Cc:

Gregg Austin - Asst. VP, Chief Product Safety Officer
Gary Dennis – General Manager, Terex Roadbuilding