

PARTS WARRANTY, TERMS AND CONDITIONS

The following outlines the terms and conditions for the sale of Parts (the "Terms and Conditions") from Altorfer CAT and its subsidiaries and affiliates (hereinafter "Altorfer"):

1. FORMATION OF CONTRACT. Customer makes a firm offer to purchase the Parts at the price shown on Altorfer's e-site at the time the order is submitted and as confirmed in the written acceptance issued by Altorfer 1) through Altorfer's website at: <https://parts.cat.com/Altorferequipment>; or 2) by fax, email or other contact with Altorfer's Parts Department (the "Order") using the procedures described in such website and under these Terms and Conditions. Any cancellation rights after an order is placed shall be handled in accordance with the Return policy stated below. Customers shall have no additional cancellation rights. Except as otherwise specified herein, Altorfer accepts Customer's offer at the earlier of when (a) Altorfer sends Customer a written acceptance (by e-mail, fax, or otherwise), (b) Altorfer ships Customer's Order, or (c) Altorfer accepts by the signature of its Parts Manager. Altorfer's acceptance and this agreement is conditioned on Altorfer's on-going determination that Customer and this agreement comply with all applicable laws and regulations. Altorfer reserves the right to make partial shipment of one or more Parts contained in the Order, and unless otherwise specified in Altorfer's written acceptance, partial shipment of an Order shall be acceptance of only that portion of an Order. For Parts not currently in Altorfer's inventory, Altorfer may place such Parts on backorder and notify Customer of such status, unless such Parts will be in Altorfer's inventory within thirty (30) days. Notwithstanding the foregoing, acceptance is strictly limited to the terms and conditions in this agreement. These Terms and Conditions will apply to Altorfer's invoice into which these Terms and Conditions are incorporated. Altorfer objects to and rejects any provision additional to or different from the terms hereof that may appear in Customer's purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from Customer to Altorfer, or arising out of course of dealing or usage in the trade, unless such provision is expressly agreed to by Altorfer in a writing signed by Altorfer. Customer's commencement of performance shall in all cases constitute Customer's unqualified and unconditional acceptance of these Terms and Conditions and Altorfer's invoice.

2. SHIPMENT, TITLE AND RISK OF LOSS. Parts shall be delivered EXW (as defined in Incoterms 2010) Altorfer's facility or Altorfer Dropbox. Customer shall select the carrier and mode of transportation. Customer shall be responsible for costs of insurance and transportation and for all taxes, or other expenses incurred or licenses or clearance required at any destination. Unless expressly stated in writing by Altorfer, all shipment and delivery dates are estimates. Risk of loss or damage to the Parts sold shall pass to Customer upon delivery to Customer or a carrier at a Altorfer facility or Altorfer Dropbox, as applicable.

3. ACCEPTANCE AND REJECTION. Customer's irrevocable acceptance of the Parts shall be conclusively presumed unless Customer gives written notice of a defect within ten (10) days after receipt. If Altorfer delivers non-conforming Parts, Altorfer will at its option and at Altorfer's expense promptly correct or replace the Part(s). If Customer desires to return a part for convenience, please see Altorfer's Parts Return Policy for eligibility and terms and conditions at the end of these Terms and Conditions.

4. WARRANTY. Altorfer is not the manufacturer of the Parts. All Parts provided by Altorfer are provided with only those written warranties made by the manufacturer(s) of the Parts and are subject to any limitations or exclusions provided by such manufacturer(s).

ALTORFER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PARTS OR CUSTOMER'S USE THEREOF. CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF ALTORFER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES AGAINST ALTORFER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN ANY PARTS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ALTORFER.

5. LIMITATIONS. ALTORFER WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY) OR IN TORT, AND WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ALTORFER, OR OTHERWISE, FOR DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, REVENUE OR PROFIT BY CUSTOMER OR ANY CUSTOMER), OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY NON-CONFORMANCE OR DEFECT IN ANY PARTS PROVIDED UNDER THIS AGREEMENT, ANY NON-DELIVERY, ANY DELAY IN DELIVERY OR DELAY IN PERFORMANCE. WITHOUT LIMITING THE FOREGOING, ALTORFER'S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE AMOUNT ACTUALLY PAID TO ALTORFER FOR THE PARTS SUBJECT TO THE CLAIM. THE PARTIES AGREE THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

No action may be maintained by Customer unless written notice of the claim is delivered to Altorfer within thirty (30) days after the event subject to the claim first becomes known to Customer, but in no case may Customer maintain an action unless it is brought within one (1) year after the cause of action accrues.

6. TAXES. Customer is liable for and shall pay all taxes, impositions and charges imposed by any U.S. taxing authority arising out of or in connection with this agreement. "Taxes" are defined as all taxes, fees, charges or duties and any interest, penalties, fines or other additional tax, including but not limited to sales, use, value added, gross receipts, stamp, custom, withholding, excise, transfer and similar taxes, or other taxes imposed in connection with the performance of this agreement, except U.S. federal and state income taxes imposed on Altorfer. Customer will promptly reimburse Altorfer on demand for any Taxes that are imposed on and paid by Altorfer or for which Altorfer is responsible for collection in connection with this agreement.

7. PAYMENT TERMS. Payment shall be made in United States Dollars. For Customers with an open credit account with Altorfer or Caterpillar, those applicable payment terms shall apply. For Customers who do not have an open credit account with Altorfer, payment is due upon order placement or prior to delivery. Altorfer may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Parts, until receipt of payment. If Customer fails to pay for Parts as and when due, Customer shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Customer shall pay Altorfer all reasonable attorneys' fees and collection costs incurred by Altorfer. In addition to any other right of set-off or recoupment Altorfer has under applicable law, Customer agrees that, with respect to any amounts due from Customer or Customer's affiliates to Altorfer or Altorfer's affiliates, Altorfer and its affiliates may set-off such amounts against any amounts owing to Customer or Customer's affiliates.

8. FORCE MAJEURE. Altorfer shall not be liable for delays in performance from causes beyond the reasonable control of Altorfer. Examples of these causes include, but are not limited to (a) acts of

God or of the public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, (i) unusually severe weather, (j) earthquakes, and (k) inability, after commercially reasonable diligence, to obtain raw materials. Altorfer shall notify Customer in writing within 10 days after the beginning of any such cause.

9. GOVERNING LAW AND JURISDICTION. This agreement shall be governed by and construed in accordance with the laws of the state of Iowa except that Iowa's choice of laws rules shall not be invoked for the purpose of applying the law of another jurisdiction. Customer irrevocably consents and submits itself exclusively to the jurisdiction of the state and federal courts responsible for Linn County, Iowa for the purpose of any suit, action or other judicial proceeding arising out of or related to this agreement.

10. NOTICES. Any notices required or allowed under this agreement must be in writing and delivered to Altorfer at Altorfer Cat, 2600 6th Street SW, Cedar Rapids, Iowa 52404 Attn: Legal Dept. and to Customer at the address stated in the Order or the place of delivery of the Parts, or such other address as a party may provide to the other party by like notice.

11. INTERPRETATION. Headings used in these Terms and Conditions are for the convenience of the parties and do not form a part of or may be used to construe this agreement. No consideration will be given to the fact or presumption that one party had a greater or lesser hand in drafting this agreement. Neither party has an employee, agent, "borrowed servant," partner, fiduciary, or other relationship, other than buyer and seller, and except as expressly stated herein, neither party has the right to control or direct the other party.

12. ENTIRE AGREEMENT. These Terms and Conditions and the Order contain the entire agreement of the Parties and supersedes any and all prior understandings and communications between Customer and Altorfer related to the subject matter of this agreement, unless the Parties have previously entered into a written agreement covering Parts sales. When in conflict, these Terms and Conditions control over the Order. No amendment or modification of this agreement shall bind either party unless it is in writing and is signed by authorized representatives of Customer and Altorfer.

13. COMPLIANCE AND IMPORT/EXPORT. In performing the obligations of this agreement, Customer will comply with all applicable statutes and government rules, regulations and orders. **Customer understands and agrees that the Parts may not be exported outside of the United States.** Customer agrees to indemnify and hold harmless Altorfer from and against all claims, fees, expenses, fines, duties and other costs levied against Altorfer by any manufacturer of the Parts or any governmental entity if Customer exports the Parts or if the Parts are exported by any subsequent purchaser.

14. WAIVER AND SEVERABILITY. Any failure, delay, or forbearance by Altorfer in enforcing any provision of this agreement will not be construed as a waiver or relinquishment of such provision. If any provision of this agreement is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

15. ASSIGNMENT. This agreement shall not be assignable by Customer without the prior written consent of Altorfer.

16. TERMINATION. Without limiting any other provision of this agreement, Altorfer may terminate this agreement at any time by giving ten (10) days written notice to Customer. Altorfer may terminate this agreement in the event of (a) Customer's suspension, dissolution or winding-up of Customer's business, (b) Customer's insolvency, or its inability to pay debts, or its nonpayment of debts, as they

become due, (c) the institution of reorganization, liquidation or other such proceedings by or against Customer or the appointment of a custodian, trustee, receiver or similar person for Customer's properties or business, (d) an assignment by Customer for the benefit of its creditors, (e) any action of Customer for the purpose of effecting or facilitating any of the foregoing, or (f) unavailability of a Part from the manufacturer. Customer agrees that Altorfer's rights to terminate this agreement are reasonable, and that upon termination, Altorfer shall not be responsible to Customer and Customer shall not make any claim against Altorfer for any payment or indemnity for loss of goodwill, loss of profit, investments made, or otherwise.

17. WAIVER OF IMMUNITY. Customer unconditionally and irrevocably agrees that the execution, delivery, and performance of this agreement constitutes private and commercial acts rather than public or governmental acts, and agrees that in the event any legal proceedings are brought against it or its assets in relation to this agreement, no immunity (sovereign or otherwise) from such legal proceedings shall be claimed by it or on behalf of it, or with respect to its assets. Customer hereby waives any such rights or immunity (sovereign or otherwise) which it or its assets now have or may acquire in the future, to the maximum extent permitted by applicable law.

18. ATTORNEYS' FEES; EXPENSES. Customer agrees to reimburse Altorfer for the costs Altorfer incurs (including attorneys' fees) in any action or proceeding brought to enforce any provision of this agreement, or where any provision is validly asserted by Altorfer as a defense.

ALTORFER CAT PARTS RETURN POLICY

Altorfer CAT has a liberal parts return policy that is designed to be fair to both the customer and Altorfer CAT we ask that our customers work with us to ensure that parts returns are kept to a minimum. We feel that it is important for our customers to realize that proper preparation before ordering parts will result in ordering the correct parts in the correct quantities needed. This will not only minimize returns of unneeded items but will allow us to serve you faster and at a savings to you.

1. Prior approval by Altorfer CAT is required for all parts returned.
2. All parts indicated on the packing slip as nonstock or if there is an asterisk "*" in the NR column are non-returnable. All gasket, kits, electrical items and hydraulic hose assemblies are non-returnable.
3. All other parts to be returned must be new, sellable and in original packaging. Items that are incomplete, rusty or unidentifiable will be rejected for return. Stocked parts returned within 60 days of purchase with reference to the document number on this packing list will be accepted without a restocking charge. All non-stocked items returned will be charged a 15% restocking charge after 15 business days of purchase. A restocking charge of 15%, will be charged on any parts returned without paperwork.
4. Any parts orders made in error due to some fault of an Altorfer CAT employee as determined by parts manager will be accepted for return without penalty to the customer, provided that such a problem is reported, and the parts are returned within 30 days of purchase. Credit will be given at full purchase price.

ALTORFER CAT RESERVES THE RIGHT TO REJECT ANY AND ALL PARTS RETURN REQUESTS.

EFFECTIVE SEPPEMBER 1, 2023. THIS POLICY SUPERCEDES ALL PREVIOUS PARTS RETURN POLICIES.

