

CLAIREMONT EQUIPMENT TERMS & CONDITIONS OF SALE

General

Clairemont Equipment ("Company") prices are based on these sales terms and (i) this document, together with any additional writings signed by Company, represents a final, complete and exclusive statement of the Agreement between the parties and may not be modified, supplemented, explained or waived by parol evidence, Buyer's purchase order, a course of dealing, Company's performance or delivery, or in any other way except in writing signed by an authorized representative of Company, and (ii) these terms are intended to cover all activity of Company and Buyer hereunder, including, sales and use of Machines, Parts, Services and all related matters (references to work include construction, installation and start-up). Any references by Company to Buyer's specifications and similar requirement are only to describe the Machines, Parts, and Services covered hereby and no warranties or other terms therein shall have any force or effect. Catalogs, circulars and similar pamphlets of the Company are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

This Agreement shall be governed, construed, and enforced by the laws of the state in which the sale is made, and that if legal action is brought to enforce this Agreement, that courts located in such state shall be the exclusive jurisdiction and legal venue for said action without regard to principles of conflict of laws. The governing language shall be in the English language. In the event of a dispute as to the meaning of any translation into any other language, the English language meaning shall govern and the other language translation shall be amended to conform to such meaning.

VALIDITY

The validity period of this quotation or tender response is thirty (30) days unless otherwise stated. Upon expiration of the validity period, all prices and deliveries are subject to revision unless the quotation validity is extended in writing by the Company.

DEFINITIONS

Machines means all whole equipment and machinery that are sold by Company to Buyer.

Parts means all components, assemblies and parts that are sold by Company to Buyer for use solely on Machines which have been purchased by Buyer.

Service means all rebuild, maintenance and repair work, including labor that is sold by Company to Buyer.

Price means the price as announced or quoted from time to time by Company to Buyer in effect on date of shipment, less applicable discounts.

ORDERS. PERFORMANCE. INSPECTION AND ACCEPTANCE

Acceptance and Cancellation: All orders for the Parts shall be subject to acceptance by Company at such location, as Company shall determine. The Company may refuse to accept any order for any cause, which Company may deem to be insufficient. After acceptance, no order may be canceled by Buyer, without the written consent of Company. After acceptance of any order, any damages or expenses incurred by Company as a result of cancellation, or any change requested by Buyer or Buyer's customer, will be included in Company's invoice to Buyer, unless a prior written waiver of such expense is obtained from Company. Company's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays, or damages occurring thereafter shall be made by Buyer directly to the transportation company.

ATTACHED PRICES AND DELIVERIES QUOTED ARE THOSE CURRENTLY IN EFFECT. BEYOND THE QUOTED VALIDITY DATE. PRICES IN EFFECT AT THE TIME OF SHIPMENT TO APPLY UNLESS OTHERWISE STATED IN QUOTATION.

Shipments are subject to credit approval and receipt of all acceptable documents required for shipping release a minimum of thirty (30) days prior to shipment. Specification changes will not be accepted within this thirty (30) day period. Quoted shipping charges are estimates; actual charges in effect at time of shipment will apply.

All Machines and Parts shall be finally inspected and accepted within ten (10) days after arrival at point of delivery. Parts not covered by the foregoing and all work shall be finally inspected and accepted within ten (10) days after completion of the applicable work by Company. All claims whatsoever by Buyer (including claims for shortages) excepting only those provided for under the WARRANTY and PATENTS Clauses hereof must be asserted in writing by Buyer within said ten (10) day period for each partial performance. There shall be no revocation of acceptance. Rejection may be only for defects substantially impairing the value of Machines, Parts, Services or work and Buyer's remedy for lesser defects shall be those provided for under the WARRANTY Clause.

Used Products: The Buyer hereby acknowledges the product(s) described on the front side of contract hereof, which is the subject of this sale is a "used product" and is being sold on an "as is" and with all faults basis. When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. I, the buyer, hereby acknowledge that I have read all of the above terms and conditions of sales, and that I understand that this is an "as is" sale of used goods.

Company shall not be responsible to Buyer or any of Buyer's customers for any loss, non-performance, damage, detention, or delay resulting from fire, floods, strikes, lockouts, delays in manufacture, unavoidable casualty, delays in transportation or delivery of materials, embargoes, insurrections or riots, civil or military authority, rail car shortages, acts of God, acts of Buyer, or by any causes beyond Company's reasonable control. Any delays so occasioned shall effect a corresponding extension of Company's performance dates, which are, in any event, understood to be approximate. In no event shall Buyer be entitled to incidental or consequential damages fa- late performance or a failure to perform.

If Buyer wrongfully rejects or revokes acceptance of items tendered under this Agreement or fails to make a payment due on or before delivery or repudiates this Agreement, Company shall at its option have a right to recover as damages either the price as stated herein (upon recovery of the price the items involved shall become the property of the Buyer) or the profit (including reasonable overhead) which Company would have made from full performance, together with incidental damages and reasonable costs.

TERMS OF PAYMENT

Buyer agrees to pay for all Machines, Parts and Services purchased, in accordance with the net ten (10) terms applicable at the date of each shipment and service, FCA (incoterms 2020) point of distribution as established by Company from time to time. Fa- any outstanding account balances, a one and one half percent (1.5%) interest per month will be charged monthly. Company reserves the right, in its sole discretion, to modify, amend, or change its terms of sale without advance notice to Buyer. No deductions shall be made by Buyer from any payment on any account or other debt whatsoever without prior written consent of Company.

TAXES

Any sales, use or any other applicable taxes imposed on this sale or on this transaction are not included in the price. Such taxes shall be billed separately to the Buyer. Company will accept a valid exemption certificate from the Buyer if applicable, however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved and the Company is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Company fa- the taxes paid.

TITLE AND RISK OF LOSS

Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of product at the FCA point, Company's Plant, or Warehouse as applicable. Title shall pass pursuant to the terms of trade, set out in incoterms (2020) as agreed by the parties. However, Company retains title, fa- security purposes only, to all products until paid for in full in cash and Company may, at Company's option, repossess the same upon Buyer's default in payment hereunder and charge Buyer with any deficiency.

STANDARD WARRANTY

The warranty is applicable to all Machines, Parts and Services marketed by Company.

- GENERAL PROVISIONS** - Company warrants that all new machines, parts, assemblies, and services for the machines, including engines ("Parts") sold by the Company will be free from defects in materials and workmanship fa- the respective periods specified in paragraph 2 below, subjected to other terms and conditions specified hereafter.
- BASIC WARRANTY** - The warranty period shall terminate upon the expiration of one of the following periods: A. For Machines, upon the expiration of six (6) months or fifteen hundred (1500) hours whichever shall first expire after the date of purchase of the Machine by the initial user, unless specified differently. B. For Parts (except Replacement parts furnished pursuant to this warranty), upon the expiration of six (6) months or fifteen hundred (1500) hours whichever shall first expire after the date of purchase of the parts by the initial user, unless specified differently. C. For all Replacement Parts furnished pursuant to this warranty, upon expiration of the remainder of the warranty period (months or hours) applicable to the machine in which such Parts are installed. D. For Services upon the expiration of ninety (90) days from after the date of service purchased by the initial user, unless specified differently.
- COMPANY RESPONSIBILITIES** - If a defect in material or workmanship is found during the warranty period, Company will, during normal working hours, at its option, repair or replace any part, which fails to conform to the warranty period.
- BUYER RESPONSIBILITIES** - Return the Machines or Parts to the Company in accordance with Company's return policies, approval, documentation and procedures. Company does not assume the responsibility or cost of transporting the Machines or Parts to and/or from the Company. Buyer must also make the Machines and Parts available fa- repair during the warranty period.
- OTHER ENGINE MANUFACTURERS' WARRANTY** - The above stated warranty does not apply to engines bearing other manufacturers' trademarks, whether or not such engines are installed in Machines or sold separately. The warranty responsibility on those engines rest with the respective engine manufacturers.
- LIMITATIONS** - The Company shall not have any obligation under this warranty for: (a) Any defects caused by misuse, misapplication, negligence, accident, improper storage, improper transportation, improper assembly or failure to maintain or use in accordance with the most current operating instructions; (b) Unauthorized alterations; (c) Defects or failures caused by any Parts not manufactured by or approved by the Company. (d) Failure to conduct normal maintenance and operating services, including without limitation, providing lubricants, coolants, fuel, tune-ups, inspection or adjustments; (f) Unreasonable delay (as established by Company) in making the applicable Machines or Parts available upon notification of a Factory campaign ordered by the Company.
- ITEMS NOT COVERED** - The Company is not responsible for the following: (a) Premiums charged for overtime labor requested by the Buyer; (b) Charges related to transporting the Machines or Parts to and from the place at which warranty work is performed; (c) Freight charges related to transporting repair parts to the place at which warranty work is performed; (d) All used goods of any kind; (e) Tires, tubes, wiper blades, V-Belts, filters, cables, bulbs, condensers, spark plugs, glow plugs, fuses or carbon brushes, consumable items, and normal wear of Parts; (f) Attachments not manufactured or approved by the Company. (Trademark attachments are warranted by their respective manufacturers).

The foregoing warranty is exclusive and in lieu of all other express, statutory and implied warranties applicable to machines, Engines, or Parts including without limitations, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, OR ALLEGED NEGLIGENCE LIABILITY WITHOUT FAULT OR OTHER TORT BE Liable. SHALL COMPANY, OR ITS PARTNERS, AFFILIATES OR SUBSIDIARIES BE LIABLE FOR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE MACHINE OR PARTS OR ANY ASSOCIATED MACHINES. COST OF CAPITAL, COST OF SUBSTITUTE MACHINES. FACILITIES OR SERVICES. DOWNTIME COSTS. LABOR COSTS. OR CLAIMS OF CUSTOMERS. BUYERS OR LESSEES FOR SUCH DAMAGES. THE REMEDIES HEREIN ARE THE EXCLUSIVE REMEDIES UNDER THIS WARRANTY.

CHANGES IN PARTS

Company reserves the right to change the design of or add improvements to the Machines and Parts at any time without prior notice to Buyer and without incurring any obligation to modify or install the same on Parts previously purchased by Buyer. Company reserves the right at any time to discontinue the manufacture of any model or any Part without prior notice and without incurring any obligation to Buyer.

PARTS RETURN PROCEDURES

Company may in writing, at any time, authorize Buyer to return the Parts originally purchased from Company, which are new, of current model, and in like-new condition. Such Parts shall be returned, freight prepaid, to Company at the place designated by Company; all Parts so returned shall be subject to inspection and acceptance at destination and credit on all Parts, as authorized by Company for return, shall be issued Buyer at the Price, billed by Company at the time of initial sale to Buyer, or at the Price in effect at the time of return, whichever is less, after deducting Company's reasonable charges, if any, for restocking, handling, processing, and for reconditioning and modernizing to make them salable as new and current. Buyer hereby waives any statutory right to return, or to resell to Company, any Parts on terms or conditions, except as provided in these Terms & Conditions.

BUYER NOT AN AGENT

Nothing in these Terms & Conditions shall be construed as constituting Buyer as the agent or legal representative of Company fa- any purpose whatsoever. Buyer is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Company, or to bind Company in any manner or thing whatsoever.

PATENT INFRINGEMENT

Company and its Suppliers shall defend any suit or proceeding brought against Buyer based on a claim that any Machines, Parts or Services furnished under this Agreement constitutes an infringement of any patent of the United States, if notified promptly, in writing, and given authority, information and assistance (at Company's expense) for the defense of same, and Company shall pay all damages and costs awarded therein against Buyer. In case said Machine or Part is in such suit held to constitute infringement and the use of said Machine or Part is enjoined, company shall, at its own expense and at its option, either procure for Buyer the right to continue using said Machine or Part; or replace same with a non-infringing Machine or Part; or modify it so it becomes non-infringing; or remove said Machine or Part and refund the Price billed, less any reasonable charge, by Company at the time of initial sale. The foregoing states the entire liability of Company for patent infringement by said Machine or Part.

The preceding paragraph of this Section shall not apply to any Machines, Part or Services manufactured to Buyer's design. As to such Machines, Parts or Services, or any part thereof, Company assumes no liability whatsoever for patent infringement.

ASSIGNMENT

Buyer may not assign this document or any right or obligation hereunder without the prior written consent of Company.

LIMITATION ON EXPORT

Buyer agrees that it will not (i) sell, export or otherwise dispose of any Machines, Parts or Services or (ii) sell, lease or otherwise dispose of any Machines, Parts or Services to any person, firm, corporation, or governmental entity which Buyer knows (or has reason to believe) will export, resell or otherwise disclose of such Machines, Parts or Services, into any country or territory wherein the sale, lease, use or other disposition of such Machines, Parts or Services are prohibited or regulated by any law or regulation of the United States of America, provided that this Section shall not apply to any regulated transaction if the United States of America has expressly authorized such sale, lease, export or other disposition and the transaction is otherwise lawful.