



## Repair Order

[illegible]



# Repair Order

[illegible]

# Repair Order

| Qty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Part no          | Description      | Price | Amount | Problem(s)                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|-------|--------|-----------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  | Input Bearing    |       |        | Tranny / Clutch / Flywheel                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PN- M11212 RUMB3 |                  |       |        |                                                                                   |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  | Input shaft ASSY |       |        |                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PN- FUL 51659    |                  |       |        |                                                                                   |
| <div> <div>Driver</div> <div>Tech <i>Mason</i></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |                  |       |        | <div> <div>Date <i>22 Oct 2023</i></div> </div>                                   |
| <div> <div>Unit <i>214</i></div> <div>Make <i>Pto</i></div> <div>Year <i>2018</i></div> </div>                                                                                                                                                                                                                                                                                                                                                                                      |                  |                  |       |        | <div> <div>Date completed</div> <div>Mileage <i>Galleries Docene</i></div> </div> |
| <div> <div>Tune-up <input type="checkbox"/></div> <div>Oil change <input type="checkbox"/></div> <div>Minor overhaul <input type="checkbox"/></div> <div>Major overhaul <input type="checkbox"/></div> <div>Fuel filter(s) <input type="checkbox"/></div> </div>                                                                                                                                                                                                                    |                  |                  |       |        | <div> <div>Hrs</div> <div>Mins</div> </div>                                       |
| <div> <div>Description of work</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |                  |       |        |                                                                                   |
| <div> <div>Found new input shaft, pulled it out of box and it was covered in rust, used seatch bit to get rust to clean new input shaft up, made sure new pilot bearing would fit, it does, put new input shaft in tranny, installed shaft adjusting snap ring, installed spacer, installed new input shaft bearing, couldn't find new snap ring for holding bearing in place, old one is beat and sprung apart so had to reuse, had to stop for new one to be ordered</div> </div> |                  |                  |       |        | <div> <div>Approved by</div> </div>                                               |
| <div> <div>Notes</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |                  |       |        | <div> <div>Name:</div> </div>                                                     |
| <div> <div>Signature: <i>[Signature]</i></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |                  |       |        | <div> <div>Total Time</div> </div>                                                |
| <div> <div>Total parts</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                  |       |        | <div> <div>2</div> </div>                                                         |



# Repair Order

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## Repair Order

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Scotts Knigge 3-15\* 3-16\* 3-18

Scotts Knigge 3-15\* 3-16\* 3-18

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## Repair Order

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| Qty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Part no          | Description      | Price | Amount | Problem(s)                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|-------|--------|-----------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  | Input Bearing    |       |        | Tranny / Clutch / Flywheel                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PN- M11212 RUMB3 |                  |       |        |                                                                                   |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  | Input shaft ASSY |       |        |                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PN- FUL 51659    |                  |       |        |                                                                                   |
| <div> <div>Driver</div> <div>Tech <i>Mason</i></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                        |                  |                  |       |        | <div> <div>Date <i>22 Oct 2023</i></div> </div>                                   |
| <div> <div>Unit <i>214</i></div> <div>Make <i>Pto</i></div> <div>Year <i>2018</i></div> </div>                                                                                                                                                                                                                                                                                                                                                                                     |                  |                  |       |        | <div> <div>Date completed</div> <div>Mileage <i>Galleries Docene</i></div> </div> |
| <div> <div>Tune-up <input type="checkbox"/></div> <div>Oil change <input type="checkbox"/></div> <div>Minor overhaul <input type="checkbox"/></div> <div>Major overhaul <input type="checkbox"/></div> <div>Fuel filter(s) <input type="checkbox"/></div> </div>                                                                                                                                                                                                                   |                  |                  |       |        | <div> <div>Hrs</div> <div>Mins</div> </div>                                       |
| <div> <div>Description of work</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  |                  |       |        |                                                                                   |
| <div> <div>Found new input shaft, pulled it out of box and it was covered in rust, used Scotch brite w/ cuter to clean new input shaft up, made sure new pilot bearing would fit, it does, put new input shaft in tranny, installed shaft retaining snap ring, installed spacer, installed new input shaft bearing, couldn't find new snap ring for holding bearing in place, old one is beat and sprung apart to far to reuse, had to stop for new one to be ordered</div> </div> |                  |                  |       |        | <div> <div>Approved by</div> </div>                                               |
| <div> <div>Notes</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |                  |       |        | <div> <div>Name:</div> </div>                                                     |
| <div> <div>Signature: <i>[Signature]</i></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                  |       |        | <div> <div>Total Time</div> </div>                                                |
| <div> <div>Total parts</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |                  |       |        | <div> <div>2</div> </div>                                                         |



# Repair Order

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Notes  
Cleaned bay when  
we were finished

- Needs new clutch
- Flywheel resurfaced
- New input shaft w/ seal, bearings & cover
- Transmission internal gears &

- #1 tranny ~~was~~ needs gone thru
- Suction screen in bottom of tranny has metal flake stuck all around it
- Drain plug had metal flakes on it



# Repair Order

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## Repair Order







Date: 27 October 2023  
Site: Ramsey Hill Exploration, LLC  
Plant: Gillette Shop  
Unit: Unit No. 214  
Machine: Peterbuilt- Engine  
Lubricant: Guardol ECT 15W40

DIAGNOSIS:

Ferrous and potassium levels are elevated this survey.  
Silicon level considered marginal. Suspect some dirt ingress attributed to extraction process.

RECOMMENDED ACTION:

Continue with regular maintenance and monitoring.

SAMPLE DETAILS

| Date of Sample: | Sample No: | Fluid/Filter Changed (Yes or No): | Equipment Hrs: | Equipment Mls: | WEAR METALS |
|-----------------|------------|-----------------------------------|----------------|----------------|-------------|
| 27 Oct 23       | GIL-359155 | Y/Y                               | 565079         |                |             |
| 09 Aug 23       | GIL-356658 | Y/Y                               |                | 630334         |             |
| 22 Jul 23       | GIL-356239 | N/N                               | 625259         |                |             |

| Lead (Pb): | Iron (Fe): | Aluminum (Al): | Copper (Cu): | Chromium (Cr): | Tin (Sn): | Nickel (Ni): | Silver (Ag): | CONTAMINANTS |
|------------|------------|----------------|--------------|----------------|-----------|--------------|--------------|--------------|
| 19         | 55         | 24             | 36           | 15             | 15        | 4            | 6            |              |
| 2          | 59         | 10             | 3            | 3              | 0         | 1            | 0            |              |
| 0          | 13         | 3              | 0            | 0              | 0         | 0            | 0            |              |
| 3          | 37         | 6              | 1            | 1              | 0         | 0            | 0            |              |

| Silicon (Si): | Sodium (Na): | Potassium (K): | ADDITIVES |
|---------------|--------------|----------------|-----------|
| 19            | 23           | 7              |           |
| 17            | 11           | 14             |           |
| 28            | 7            | 6              |           |
| 7             | 16           | 28             |           |

| Titanium (Ti): | Magnesium (Mg): | Zinc (Zn): | Calcium (Ca): | Phosphorous (P): | PHYSICALS |
|----------------|-----------------|------------|---------------|------------------|-----------|
| 86             | 386             | 1262       | 2144          | 1173             |           |
| 88             | 429             | 1081       | 1573          | 1376             |           |
| 15             | 93              | 1152       | 2209          | 1341             |           |

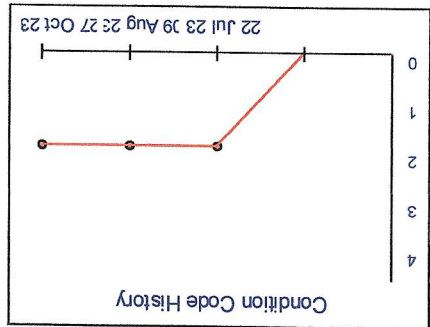
| Viscosity (cSt at 40°C): | Viscosity (cSt at 100°C): | Viscosity Index: | Water (ppm): | Fuel Dilution (%): | Total Base Number (mg KOH/g): | INFRA RED |
|--------------------------|---------------------------|------------------|--------------|--------------------|-------------------------------|-----------|
| L 101.2, U 130.9         | L 13.9, U 16.9            | 122              | 0            | 0                  | 3                             |           |
| 113.1                    | 0.0                       | 0                | 617          | 2.80               | 0.80                          |           |
| 118.1                    | 0.0                       | 0                | 345          | 0.00               | 4.60                          |           |
| 115.3                    | 0.0                       | 0                | 793          | 1.00               | 1.80                          |           |

| Oxidation (Abs/mm²): | Nitration (Abs/mm²): | Sulphation (Abs/mm²): | Glycol (% wt): | Soot (% wt): |
|----------------------|----------------------|-----------------------|----------------|--------------|
| 23.90                | 20.40                | 29.20                 | 0.00           | 0.84         |
| 20.20                | 9.60                 | 23.10                 | 0.00           | 0.29         |
| 24.00                | 21.90                | 26.00                 | 0.40           | 0.83         |

Oil Analysis Report

Bottle Ref: 1

- 0 = New or Rebuilt Machine
- 1 = Healthy Machine
- 2 = Minor or Suspect Problem
- 3 = Definite Problem
- 4 = Serious Problem



## Repair Order

| Qty                                                                                                                                                                                                                        | Part no | Description   | Price | Amount | Problem(s)                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------|-------|--------|-------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                            |         | tool box      |       | 1      | Tool box.                                                                                                                     |
|                                                                                                                                                                                                                            |         | Rubber strips |       | 2      |                                                                                                                               |
|                                                                                                                                                                                                                            |         | bolts         |       | 4      |                                                                                                                               |
|                                                                                                                                                                                                                            |         | washers       |       | 4      |                                                                                                                               |
|                                                                                                                                                                                                                            |         | nuts          |       | 4      |                                                                                                                               |
| <div> <div> <div>Unit 204</div> <div>Make PDC</div> <div>Year 2019</div> </div> <div> <div>Tune up</div> <div>Oil change</div> <div>Minor overhaul</div> <div>Major overhaul</div> <div>Fuel filter(s)</div> </div> </div> |         |               |       |        | <div>Driver</div> <div>Tech Soey</div> <div>Date 10-01-23</div> <div>Date completed 10-01-23</div> <div>Mileage 639,304</div> |
| <div> <div>Washed truck off Greased</div> <div>took a rack off 206 Installed on 214</div> <div>mounted tool box on Rack put rubber</div> <div>under tool box + pig matt inside tool box</div> </div>                       |         |               |       |        | <div>Hrs</div> <div>Mins</div>                                                                                                |
| <div> <div>Approved by</div> <div>Name:</div> <div>Signature:</div> </div>                                                                                                                                                 |         |               |       |        | <div>Total Time</div>                                                                                                         |



## Repair Order

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## Repair Order

[illegible]





## Repair Order

[illegible]



## Repair Order

[illegible]













Date: 09 August 2023  
Site: Ramsey Hill Exploration, LLC  
Plant: Gillette Shop  
Unit: Unit No. 214  
Machine: Peterbuilt  
Lubricant: Guardol Fleet EC

DIAGNOSIS:

Silicon level elevated. Suspect some dirt ingress. Inspect air intake filter area.

Wear levels are acceptable.

RECOMMENDED ACTION:

Monitor for reported fluid and filter change to reduce dirt ingress.

SAMPLE DETAILS

| Date of Sample:                   | 09 Aug 23  |
|-----------------------------------|------------|
| Sample No:                        | GIL-356658 |
| Fluid/Filter Changed (Yes or No): | Y/Y        |
| Equipment Hrs:                    | 625259     |
| Equipment Mls:                    | 630334     |
| WEAR METALS                       | LIMIT      |

| Lead (Pb):     | 19 | 0  | 3  |
|----------------|----|----|----|
| Iron (Fe):     | 55 | 13 | 37 |
| Aluminum (Al): | 24 | 3  | 6  |
| Copper (Cu):   | 36 | 0  | 1  |
| Chromium (Cr): | 15 | 0  | 1  |
| Tin (Sn):      | 15 | 0  | 0  |
| Nickel (Ni):   | 4  | 0  | 0  |
| Silver (Ag):   | 6  | 0  | 0  |
| CONTAMINANTS   |    |    |    |

| Silicon (Si):  | 19 | 28 | 7  |
|----------------|----|----|----|
| Sodium (Na):   | 23 | 7  | 16 |
| Potassium (K): | 7  | 6  | 28 |
| ADDITIVES      |    |    |    |

| Titanium (Ti):   | 88   | 15   |
|------------------|------|------|
| Magnesium (Mg):  | 429  | 93   |
| Zinc (Zn):       | 1081 | 1152 |
| Calcium (Ca):    | 1573 | 2209 |
| Phosphorous (P): | 1376 | 1341 |
| PHYSICALS        |      |      |

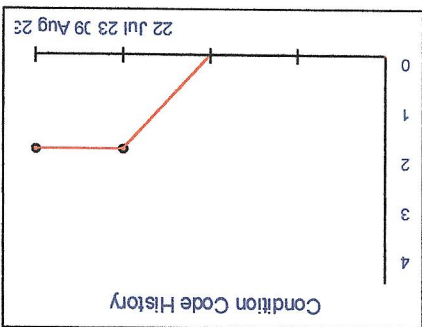
| Viscosity (cSt at 40°C):      | L 99.5, U 128.7 | 118.1 | 115.3 |
|-------------------------------|-----------------|-------|-------|
| Viscosity (cSt at 100°C):     | L 13.7, U 16.7  | 0.0   | 0.0   |
| Viscosity Index:              | 122             | 0     | 0     |
| Water (ppm):                  | 345             | 793   | 0     |
| Fuel Dilution (%):            | 0.00            | 1.00  | 1.80  |
| Total Base Number (mg KOH/g): | 3               | 4.60  | 1.80  |
| INFRA RED                     |                 |       |       |

|                       |       |       |
|-----------------------|-------|-------|
| Oxidation (Abs/mm²):  | 20.20 | 24.00 |
| Nitration (Abs/mm²):  | 9.60  | 21.90 |
| Sulphation (Abs/mm²): | 23.10 | 26.00 |
| Glycol (% wt):        | 0.00  | 0.40  |
| Soot (% wt):          | 0.29  | 0.83  |

Oil Analysis Report

Bottle Ref: 1

- 0 = New or Rebuilt Machine
- 1 = Healthy Machine
- 2 = Minor or Suspect Problem
- 3 = Definite Problem
- 4 = Serious Problem



2



Date: 22 July 2023  
Site: Ramsey Hill Exploration, LLC  
Plant: Gillette Shop  
Unit: Unit No.214  
Machine: Peterbuilt  
Lubricant: Guardol 15W-40

DIAGNOSIS:

Potassium level elevated.

Wear levels are acceptable.

RECOMMENDED ACTION:

Continue with regular maintenance and monitoring.

SAMPLE DETAILS

Date of Sample: 22 Jul 23  
Sample No: GIL-356239  
Fluid/Filter Changed (Yes or No): N/N  
Equipment Hrs: 625259

WEAR METALS

LIMIT

Lead (Pb): 19  
Iron (Fe): 55  
Aluminum (Al): 24  
Copper (Cu): 36  
Chromium (Cr): 15  
Tin (Sn): 15  
Nickel (Ni): 4  
Silver (Ag): 6

CONTAMINANTS

Silicon (Si): 19  
Sodium (Na): 23  
Potassium (K): 7

ADDITIVES

Titanium (Ti): 15  
Magnesium (Mg): 93  
Zinc (Zn): 1152  
Calcium (Ca): 2209  
Phosphorous (P): 1341

PHYSICALS

Viscosity (cSt at 40°C): L 97.8, U 126.5  
Viscosity (cSt at 100°C): L 14.0, U 17.1  
Viscosity Index: 128  
Water (ppm): 793  
Fuel Dilution (%): 1.00  
Total Base Number (mg KOH/g): 3

INFRA RED

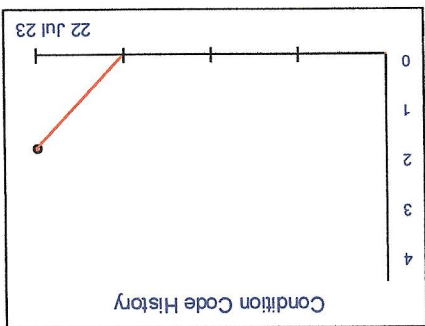
Oxidation (Abs/mm<sup>2</sup>): 24.00  
Nitration (Abs/mm<sup>2</sup>): 21.90  
Sulphation (Abs/mm<sup>2</sup>): 26.00  
Glycol (% wt): 0.40  
Soot (% wt): 0.83

# Oil Analysis Report

Bottle Ref: 1

0 = New or Rebuilt Machine  
1 = Healthy Machine  
2 = Minor or Suspect Problem  
3 = Definite Problem  
4 = Serious Problem

2





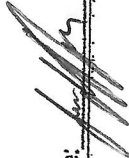


# Repair Order

| Qty                                                                                                                       | Part no | Description | Price | Amount | Problem(s)              |
|---------------------------------------------------------------------------------------------------------------------------|---------|-------------|-------|--------|-------------------------|
| 2                                                                                                                         |         | Batteries   |       |        | melted batteries        |
| <div style="text-align: right;">  </div> |         |             |       |        |                         |
| Driver                                                                                                                    |         |             |       |        | Date 07-11-23           |
| Tech Jax                                                                                                                  |         |             |       |        | Date completed 07-11-23 |
| Unit 214                                                                                                                  |         |             |       |        | Mileage 520196          |
| Make peabody                                                                                                              |         |             |       |        | Year 2019               |
| Tune-Up                                                                                                                   |         |             |       |        | Oil change              |
| Major overhaul                                                                                                            |         |             |       |        | Minor overhaul          |
| Description of work                                                                                                       |         |             |       |        | Filter filter(s)        |
| Removed bad batteries replaced batteries took off gender                                                                  |         |             |       |        | Hrs                     |
|                                                                                                                           |         |             |       |        | Mins                    |
|                                                                                                                           |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        |                         |
| Total parts                                                                                                               |         |             |       |        |                         |
| Approved by                                                                                                               |         |             |       |        |                         |
| Name:                                                                                                                     |         |             |       |        |                         |
| Signature:                                                                                                                |         |             |       |        |                         |
|                                                                                                                           |         |             |       |        | Total Time              |



# Repair Order

| Qty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Part no | Description       | Price | Amount | Problem(s)                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|-------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 14      | Coolant hose 3/4" |       |        | Blew Heater hose out by Aladdin.                                                                                                                                                                              |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         | gallons coolant   |       |        |                                                                                                                                                                                                               |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         | Clamp             |       |        |                                                                                                                                                                                                               |
| <div> <div>Driver <u>Tim</u></div> <div> <div>Tech <u>Sketson</u></div> <div>Unit <u>214</u> Make <u>Pete</u> Year <u>2018</u></div> </div> <div> <div>Time up <input type="checkbox"/> Oil change <input type="checkbox"/> Major overhaul <input type="checkbox"/> Fuel filter(s) <input type="checkbox"/></div> <div> <div>Description of work</div> <div>Date <u>7-12-23</u></div> <div>Date completed <u>7-12-23</u></div> <div>Mileage <u>620,266</u></div> </div> </div> </div> |         |                   |       |        | <div> <div>Major overhaul <input type="checkbox"/></div> <div>Fuel filter(s) <input type="checkbox"/></div> </div>                                                                                            |
| <div> <div>• Drove to aladdin almost and checked truck out.</div> <div>• Removed bad coolant hose and installed new one and one new clamp. Topped coolant off.</div> <div>• The drove to wright to fix Truck 225.</div> </div>                                                                                                                                                                                                                                                        |         |                   |       |        | <div> <div>Time up <input type="checkbox"/></div> <div>Oil change <input type="checkbox"/></div> <div>Major overhaul <input type="checkbox"/></div> <div>Fuel filter(s) <input type="checkbox"/></div> </div> |
| <div> <div>Approved by</div> <div>Name:</div> <div>Signature: </div> </div>                                                                                                                                                                                                                                                                                                                      |         |                   |       |        | <div> <div>Total Time</div> </div>                                                                                                                                                                            |
| <div> <div>Total parts</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |                   |       |        | <div> <div>Total Time</div> </div>                                                                                                                                                                            |

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# Repair Order

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214

11-14-22

|                                                                                                                                                                                                |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|--|-----------------------------------------------|--|------------------|--|---------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| NAME                                                                                                                                                                                           |  | PHONE     |  | ADDRESS                                       |  | CITY, STATE, ZIP |  | 2ND AUTHORIZED NAME       |  | PHONE                                                                                                                                                                                                     |  |
| CUSTOMER'S INFORMATION                                                                                                                                                                         |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| PROMISED (DATE & TIME)                                                                                                                                                                         |  | A.M. P.M. |  | SERIAL #/VIN                                  |  | MOTOR #          |  | WRITTEN BY                |  | ODOMETER                                                                                                                                                                                                  |  |
| CUSTOMER'S ORDER NO.                                                                                                                                                                           |  | A.M. P.M. |  | YEAR • MAKE • MODEL                           |  | LICENSE NO.      |  | 557821.4                  |  | LUBE <input type="checkbox"/> OIL CHANGE <input type="checkbox"/> FLUSH TRANS. <input type="checkbox"/> FLUSH DIF. <input type="checkbox"/> WASH <input type="checkbox"/> POLISH <input type="checkbox"/> |  |
| RECEIVED (DATE & TIME)                                                                                                                                                                         |  | A.M. P.M. |  | CHARGE FOR HAZARDOUS OR OTHER WASTE REMOVAL * |  | TOTAL PARTS      |  | MECHANICS RECOMMENDATIONS |  | Estimated cost \$                                                                                                                                                                                         |  |
| WARRANTY                                                                                                                                                                                       |  | PRICE     |  | NAME OF PART                                  |  | QTY.             |  | PART NO.                  |  | I                                                                                                                                                                                                         |  |
| MATERIAL: ALL PARTS NEW UNLESS SPECIFIED: U-USED, R-REBUILT, RC-RECONDITIONED                                                                                                                  |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| LABOR ONLY                                                                                                                                                                                     |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| PARTS                                                                                                                                                                                          |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| ACCESSORIES                                                                                                                                                                                    |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| GAS, OIL & GREASE                                                                                                                                                                              |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| MISC. MERCHANDISE                                                                                                                                                                              |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| SUBLET REPAIRS                                                                                                                                                                                 |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| STORAGE FEE                                                                                                                                                                                    |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| TAX                                                                                                                                                                                            |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| TOTAL                                                                                                                                                                                          |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| METHOD OF PAYMENT: <input type="checkbox"/> CHECK <input type="checkbox"/> CASH <input type="checkbox"/> CHARGE                                                                                |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| LABOR <input type="checkbox"/> FLAT RATE <input type="checkbox"/> HOURLY <input type="checkbox"/> BOTH                                                                                         |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| AUTHORIZED BY                                                                                                                                                                                  |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| MILEAGE                                                                                                                                                                                        |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| TIME                                                                                                                                                                                           |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| GUARANTEED ITEM(S)                                                                                                                                                                             |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| GUARANTEE EFFECTIVE UNTIL:                                                                                                                                                                     |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| Daily Storage fee after repair work has been completed and customer has been notified. No charges shall accrue or be due and payable for a period of 3 working days from date of notification. |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| LABOR ONLY                                                                                                                                                                                     |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| PARTS                                                                                                                                                                                          |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| ACCESSORIES                                                                                                                                                                                    |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| GAS, OIL & GREASE                                                                                                                                                                              |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| MISC. MERCHANDISE                                                                                                                                                                              |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| SUBLET REPAIRS                                                                                                                                                                                 |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| STORAGE FEE                                                                                                                                                                                    |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| TAX                                                                                                                                                                                            |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |
| TOTAL                                                                                                                                                                                          |  |           |  |                                               |  |                  |  |                           |  |                                                                                                                                                                                                           |  |

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I DO NOT REQUEST A WRITTEN ESTIMATE, AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$100. (\$50 in MD) INCLUDING A COMPLETION DATE, IF MY FINAL BILL WILL EXCEED \$100. (\$50 in MD) I REQUEST A WRITTEN ESTIMATE. THE FINAL BILL MAY NOT EXCEED THIS ESTIMATE WITHOUT MY WRITTEN APPROVAL. I DO NOT REQUEST A WRITTEN ESTIMATE, THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL. I DO NOT REQUEST A WRITTEN ESTIMATE.

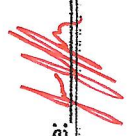
Checked lines apply (Preparer must check at least one): This amount includes a charge of \$ \_\_\_\_\_, which is required under law. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. law.

SIGNED: Meghan DATE: 11-14-22

09-11 613870



# Repair Order

| Qty                                                                                                                                                                                                                                                                                                                                                                                           | Part no | Description      | Price | Amount | Problem(s)                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------|-------|--------|---------------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                             | BF46129 | Fuel filter      |       |        | Lower Cabin Air filter                                                                |
| 1                                                                                                                                                                                                                                                                                                                                                                                             | Flw 52P | PF9814           |       |        |                                                                                       |
| 1                                                                                                                                                                                                                                                                                                                                                                                             | BD50000 | Oil Filter       |       |        |                                                                                       |
| 1                                                                                                                                                                                                                                                                                                                                                                                             | 501058  | Air filter       |       |        |                                                                                       |
| 1                                                                                                                                                                                                                                                                                                                                                                                             |         | cabin air filter |       |        |                                                                                       |
| 2                                                                                                                                                                                                                                                                                                                                                                                             |         | but connectors   |       |        |                                                                                       |
| <div> <div>Driver</div> <div>Tech 3024</div> <div>Unit 214</div> <div>Make <del>2008</del> Peterbilt</div> <div>Year 05/2018</div> <div>Tune-up <input type="checkbox"/></div> <div>Oil change <input type="checkbox"/></div> <div>Minor overhaul <input type="checkbox"/></div> <div>Major overhaul <input type="checkbox"/></div> <div>Fuel filter(s) <input type="checkbox"/></div> </div> |         |                  |       |        | <div>Date 06/14/23</div> <div>Date completed 06/14/23</div> <div>Mileage 689288</div> |
| <div> <div>Description of work</div> <div>Full pm</div> <div>replaced 3 areas in Serts</div> <div>changed oil and oil filter took oil sample</div> <div>started it then replaced fuel filter and fuel/water filter</div> <div>inspected track for Damage or cracks in glass checked</div> <div>wights fixed Left Rear turn wires. greased truck</div> <div>and 8th wheel plate</div> </div>   |         |                  |       |        | <div>Hrs 4</div> <div>Mins</div>                                                      |
| <div> <div>Approved by</div> <div>Name:</div> <div>Signature: </div> </div>                                                                                                                                                                                                                              |         |                  |       |        | <div>Total Time</div>                                                                 |
| <div>Notes Need Lower cabin Air filter Frank has it</div>                                                                                                                                                                                                                                                                                                                                     |         |                  |       |        |                                                                                       |
| <div>Total parts 7</div>                                                                                                                                                                                                                                                                                                                                                                      |         |                  |       |        |                                                                                       |













7

[illegible]



[illegible]

10

David Driver

|        |                       |                |           |
|--------|-----------------------|----------------|-----------|
| Driver | Tech Joey and Stetson |                |           |
| Unit   | 214                   | Make           | Peterbilt |
|        |                       | Year           | 2018      |
|        |                       | Date           | 06/23/23  |
|        |                       | Date completed | 06/23/23  |
|        |                       | Mileage        | 61,367    |

Tune up  $\rightarrow$  Oil change  $\rightarrow$  Minor overhaul  $\rightarrow$  Major overhaul  $\rightarrow$  Rebuild (c)  $\rightarrow$

[illegible]

|                                                             |   |
|-------------------------------------------------------------|---|
| mounted 2 Drive tires put 4 Drive tires on Front Drive axle | 2 |
|-------------------------------------------------------------|---|

Approved by

Name: \_\_\_\_\_

## Signtat

Total Time

THE

[illegible]



[illegible]

Front drive tires wore out:



Driver Type

**Tech station**

Unit 214

Make  
etc

ଶ୍ରୀ ଗୁଣାଧରାୟ

Description of work

- Removed 3 old tires off rims that were 24's and installed new tires. 1 new rim installed, then

- Jacked truck up and removed 22.5 pins and tires.

Approved by \_\_\_\_\_

varre:

**Signature:**

Total Time

**Total**

55





# Repair Order

RP83B ANTENNA

NO RR Blinks



Driver: Les + Aiden  
 Tech: 214 Mike Pete  
 Unit: 2019  
 Type-up: Oil change  
 Date: 6.26.23  
 Date completed: 6.26.23  
 Mileage: 613,671.1

Description of work:  
 Six tail lights rewired right  
 blinks, six fuel sending unit  
 installed, both radios in cab

Hrs: 9  
 Mins:

Approved by:

Name:

Signature:

Total Time

Total parts

tes

## Repair Order

[illegible]



## Repair Order

[illegible]

# Repair Order

| Qty | Part no  | Description      | Price | Amount | Problem(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|----------|------------------|-------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   |          | 5/8 Coolant hose | 217.  |        | bypass valve on heater core area leaking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1   | 15596001 | bypass valve     |       |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|     |          |                  |       |        | Driver <u>John Burton</u> Date <u>5-4-23</u><br>Tech <u>Stetson</u> Date completed <u>5-5-23</u><br>Unit <u>214</u> Make <u>Pete</u> Year <u>2014</u> Mileage <u>592,500</u><br>Tune-up <input type="checkbox"/> Oil change <input type="checkbox"/> Minor overhaul <input type="checkbox"/> Major overhaul <input type="checkbox"/> Fuel filter(s) <input type="checkbox"/><br>Description of work: <u>Had to drive to sundance, diagnosed problem. Checked parts store and they didn't have it so deleted heater core to get him back to gilette by splicing the 2 lines together.</u><br><u>Installed new coolant hose the next day and bypass valve and topped the coolant off.</u> |
|     |          |                  |       |        | Hrs <u>3</u> Mins <u>0</u><br>Approved by _____<br>Name: _____<br>Signature: <u>[Signature]</u><br>Total Time <u>3</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



Notes

Total parts



## Repair Order

[illegible]

# Repair Order

[illegible]



# Repair Order

[illegible]



## Repair Order

[illegible]



## Repair Order

[illegible]

# Repair Order

[illegible]





214  
1-24-23

# VEHICLE INSPECTION, REPAIR AND MAINTENANCE RECORD

## VEHICLE IDENTIFICATION

Peterbilt 575,202.8 1XPBP40X3KD271962  
MAKE MILEAGE VIN

357 18 11R 22.5  
MODEL YEAR TIRE SIZE

RHEX  
COMPANY NUMBER OWNER (IF LEASED)

| DATE (MM/DD/YY) | TYPE                  | I | R | M | NOTES               |
|-----------------|-----------------------|---|---|---|---------------------|
| 1-25-23         | DOT INSPECTION        | ✓ |   |   |                     |
|                 | FULL PM               |   |   | ✓ |                     |
|                 | OIL CHANGE            |   |   | ✓ |                     |
|                 | FUEL FILTERS          |   |   | ✓ |                     |
|                 | AIR FILTERS           |   |   | ✓ |                     |
|                 | AIR DRYER             | ✓ |   |   |                     |
|                 | BRAKES                | ✓ |   |   |                     |
|                 | OILS                  |   |   | ✓ |                     |
|                 | PLUGS                 |   |   |   |                     |
|                 | DIFFS                 | ✓ |   |   |                     |
|                 | GREASE                | ✓ |   |   |                     |
|                 | FLUIDS                |   |   | ✓ |                     |
|                 | LIGHTS                |   |   |   |                     |
|                 | GLASS(window/mirrors) | ✓ | ✓ |   | Reverse Brake light |
|                 | CAB (INSIDE)          | ✓ |   |   |                     |
|                 | MUD FLAPS             |   | ✓ |   | Passenger mud flap  |
|                 | TAG AXELS             | ✓ |   |   |                     |
|                 | AIR LEAKS             | ✓ |   |   |                     |
|                 | OIL LEAKS             |   | ✓ |   | Power Steering leak |
|                 | TIRES                 |   |   |   |                     |
|                 | BODY                  |   | ✓ |   | WASHER              |
|                 | BATTERIES             | ✓ |   |   |                     |
|                 | FRAME/SUSPENSION      | ✓ |   |   |                     |
|                 | AIR BAGS              | ✓ |   |   |                     |
|                 | HUBS(GREASE)          | ✓ |   |   |                     |
|                 | LICENSE PLATES CHECK  | ✓ |   |   |                     |
|                 |                       |   |   |   |                     |
|                 |                       |   |   |   |                     |
|                 |                       |   |   |   |                     |

I-Inspection, R-Repair, M-Maintenance



## Repair Order

[illegible]

6-15-23

I-Inspection, R-Repair, M-Maintenance

| DATE (MM/DD/YY) | TYPE                  | I | R | M | NOTES |
|-----------------|-----------------------|---|---|---|-------|
|                 | DOT INSPECTION        | ✓ |   |   |       |
|                 | FULL PM               | ✓ |   |   |       |
|                 | OIL CHANGE            | ✓ |   |   |       |
|                 | FUEL FILTERS          | ✓ |   |   |       |
|                 | AIR FILTERS           | ✓ |   |   |       |
|                 | AIR DRYER             | ✓ |   |   |       |
|                 | BRAKES                | ✓ |   |   |       |
|                 | OILS                  | ✓ |   |   |       |
|                 | PLUGS                 | ✓ |   |   |       |
|                 | DIFFS                 | ✓ |   |   |       |
|                 | GREASE                | ✓ |   |   |       |
|                 | FLUIDS                | ✓ |   |   |       |
|                 | LIGHTS                | ✓ |   |   |       |
|                 | GLASS(window/mirrors) | ✓ |   |   |       |
|                 | CAB (INSIDE)          | ✓ |   |   |       |
|                 | MUD FLAPS             | ✓ |   |   |       |
|                 | TAG AXELS             | ✓ |   |   |       |
|                 | AIR LEAKS             | ✓ |   |   |       |
|                 | OIL LEAKS             | ✓ |   |   |       |
|                 | TIRES                 | ✓ |   |   |       |
|                 | BODY                  | ✓ |   |   |       |
|                 | BATTERIES             | ✓ |   |   |       |
|                 | FRAME/SUSPENSION      | ✓ |   |   |       |
|                 | AIR BAGS              | ✓ |   |   |       |
|                 | HUBS(GREASE)          | ✓ |   |   |       |
|                 | LICENSE PLATES CHECK  | ✓ |   |   |       |

OWNER (IF LEASED)

COMPANY NUMBER

214

TIRE SIZE

MODEL YEAR

VIN

MILEAGE

MAKE  
5.79  
19

VEHICLE IDENTIFICATION

XP-BP4GX-3-KD27192

610,573.9

Peterbilt









# Repair Order



| W no                                                                                                                                                                                                                                                                     | Description    | Price | Amount |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|--------|
| 4026684                                                                                                                                                                                                                                                                  | oil pan gasket |       | 1      |
| <div> <div>Problem(s) oil leak</div> <div> <div>Driver</div> <div>Tech Joey</div> <div>Unit 214</div> <div>Make Pate</div> <div>Year 2019</div> <div>Mileage 625,503</div> </div> <div> <div>Date 07-24-23</div> <div>Date completed 07-24-23</div> </div> </div>        |                |       |        |
| <div> <div>Turn-up <input type="checkbox"/> Oil change <input type="checkbox"/> Filter overhaul <input type="checkbox"/> Major overhaul <input type="checkbox"/> Fuel filter(s) <input type="checkbox"/></div> <div>Description of work</div> <div>hrs Mins</div> </div> |                |       |        |
| <div> <div>clean block and oil pan of oil sealant and</div> <div>depress installed oil Pan gasket torqued oil pan</div> <div>applied Sealant on 4 corners reconnected wires.</div> </div>                                                                                |                |       |        |
| <div> <div>Approved by</div> <div>Name:</div> <div>Signature: </div> <div>Total Time</div> </div>                                                                                                                                                                        |                |       |        |
| <div>Total parts</div>                                                                                                                                                                                                                                                   |                |       |        |

# Repair Order

| Item No | Description | Part           | Amount |
|---------|-------------|----------------|--------|
| 1       | BE-H6129    | Fuel Filter    |        |
| 1       | 400107      | Oil Filter     |        |
| 1       | 3964        | Fuel Water Sed |        |

Problem(s) Oil leak / PM / *trans gears grinding*

**PHEX**

Driver: *Tech Driver / Mike* Date: *7/22/23*

Unit: *214* Make: *Peterbilt* Year: *2019* Date completed: *7/22/23*

Tune-up: ☐ Oil change: ☐ Minor overhaul: ☐ Major overhaul: ☐ Fuel filter(s): ☐

Description of Work: *Polled the inspection cover on transmission. Clutch brake adjust on the input shaft in park for more severe damage didn't appear to hurt any installed they bleed removed fuel filters and changed oil, swapped oil and bleed clean added ultra green water making checks, changed making rollers, installed new torqued bolts to 72 ft lbs, filled oil can don't verify no leaks*

Hrs: *1* Mins: *00*

Total Points: *1*

Approved by: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: *[Signature]*

Total Time: *1* hr *00* min



# 214

**TriVal<sup>TM</sup>**

**LAMINATED**

**DOT563 AS1 M668**

**••23**

**DW02038**

# Repair Order

PM Due



BP 46129  
80 200000  
8964  
44179  
Fuel Filter  
Oil Filter  
Fuel/w/ 30p  
Air Filter  
Lab Filter

Make/Model  
2014  
Make  
Pete  
Year  
2018

Date  
10 May 2023  
Date completed  
10 May 2023  
Mileage  
638,534

PM Done

3

Approved by

Name:

Signature:

Total Time

3





# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

GILLETTE WY BRANCH  
2600 E 2ND STREET  
GILLETTE, WY 82718-  
(307)682-9611

\*\*\*REPRINT\*\*\*

INVOICE NO

47-37703

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

## BILL TO

RAMSET HILL EXPLORATION, LLC  
141 HWY 35 N  
RIVER FALLS, WI 54022-

## OWNER

RAMSEY HILL EXPLORATION  
141 HWY 35 N  
RIVER FALLS, WI 54022-  
GLENN JOHNSON - 715 3073378

PAGE 1 OF 4

\*\*\* CCARD \*\*\*

| DATE         | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL      | PUMP NO.  | EQUIPMENT MAKE  |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 06-FEB-2023  | 9                  | 10-JUL-2018     | X15 CM2350 X116B  |           | PETERBILT       |
| CUSTOMER NO. | SHIP VIA           | FAIL DATE       | ENGINE SERIAL NO. | CPL NO.   | EQUIPMENT MODEL |
| 1039516      |                    | 13-DEC-2022     | 80063903          |           | 389             |
| REF. NO.     | SALESPERSON        | PARTS DISP.     | MILEAGE/HOURS     | PUMP CODE | UNIT NO.        |
| 95716        | HN520              |                 | 488120 / 0        |           | 342             |

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

OSN/MSN/VIN 1XPBP40X1KD271961

### COMPLAINT

SEE RECENT WOS 95455 AND 95618. CUST REPORTS UNIT HAS COOLANT IN THE OIL AND WILL NOT START. INVESTIGATION ID: 80063903JO1282022411PM  
SEE RECENT WOS 95455 AND 95618. CUST REPORTS UNIT HAS COOLANT IN THE OIL AND WILL NOT START. INVESTIGATION ID: 80063903JO1282022411PM

### CAUSE

CYLINDER BLOCK. CYL LINER. LINER. BROKEN, CRACKED. LOCATION N/A.  
CYLINDER BLOCK. CYL LINER. LINER. MISMACHINED,OVERSIZE,UNDERSIZE.  
LOCATION N/A.

### CORRECTION

1-25-23 CK403  
PERFORMED A JSA  
WENT TO PUT LINERS IN  
FOUND 3 OF THE 6 IN THE KIT DAMAGED  
ORDERED 3 MORE LINERS  
INSTALLED THE LINERS I HAD THAT WERE GOOD  
CHECKED OVER THE REST OF THE KIT  
REMOVED MAIN BEARINGS  
INSTALLED NEW MAIN BEARINGS  
TORQUED TO SPEC  
HAD 0.009 CRANKSHAFT ENDPLAY  
CLEANED UP AREA  
1-26-23 CK403  
PERFORMED A JSA  
DISASSEMBLED OLD PISTONS FROM RODS  
ASSEMBLED WITH NEW PISTONS  
INSTALLED THE 3 PISTONS AND CONNECTING RODS THAT I GOOD  
INSTALLED PISTON COOLING NOZZLES  
CLEANED UP BLOCK SURFACE FOR PAN  
CHANGED OIL FILTER AND FUEL FILTER  
OTHER 3 LINERS SHOWED UP  
INSTALLED LINES  
INSTALLED THE REMAINING PISTONS AND CONNECTING RODS  
INSTALLED THE REST OF THE COOLING NOZZLES  
INSTALLED THE BLOCK STIFFNER PLATE  
CLEANED UP AREA

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, these Terms and Conditions set forth in this Agreement.

Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins; and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might impact the Services. Customer is responsible for obtaining and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services.

If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, or Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a 'take or pay' obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins'

suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE BE LIMITED BY THE FOLLOWING. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

### 7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement."

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THESE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE BE LIMITED BY THE FOLLOWING. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement.

If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **MISCELLANEOUS.** All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9, Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.





# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

GILLETTE WY BRANCH  
2600 E 2ND STREET  
GILLETTE, WY 82718-  
(307)682-9611

\*\*\*REPRINT\*\*\*

INVOICE NO

47-37703

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

## BILL TO

RAMSET HILL EXPLORATION, LLC  
141 HWY 35 N  
RIVER FALLS, WI 54022-

## OWNER

RAMSEY HILL EXPLORATION  
141 HWY 35 N  
RIVER FALLS, WI 54022-  
GLENN JOHNSON - 715 3073378

PAGE 2 OF 4

\*\*\* CCARD \*\*\*

| DATE         | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL      | PUMP NO.  | EQUIPMENT MAKE  |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 06-FEB-2023  | 9                  | 10-JUL-2018     | X15 CM2350 X116B  |           | PETERBILT       |
| CUSTOMER NO. | SHIP VIA           | FAIL DATE       | ENGINE SERIAL NO. | CPL NO.   | EQUIPMENT MODEL |
| 1039516      |                    | 13-DEC-2022     | 80063903          |           | 389             |
| REF. NO.     | SALESPERSON        | PARTS DISP.     | MILEAGE/HOURS     | PUMP CODE | UNIT NO.        |
| 95716        | HN520              |                 | 488120 / 0        |           | 342             |

| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION                            | PRODUCT CODE | UNIT PRICE | AMOUNT |
|------------------|--------------|------------------|-------------|----------------------------------------|--------------|------------|--------|
| OSN/MSN/VIN      |              |                  |             | 1XPBP40X1KD271961                      |              |            |        |
|                  |              |                  |             | 2-1 23 CK403                           |              |            |        |
|                  |              |                  |             | PERFORMED A JSA                        |              |            |        |
|                  |              |                  |             | CLEANED UP HEAD                        |              |            |        |
|                  |              |                  |             | INSTALLED HEAD AND TORQUED TO SPEC     |              |            |        |
|                  |              |                  |             | INSTALLED CAM SHAFT                    |              |            |        |
|                  |              |                  |             | SET ENGINE BASE TIMING                 |              |            |        |
|                  |              |                  |             | REMOVED THERMOSTAT                     |              |            |        |
|                  |              |                  |             | INSTALLED NEW THERMOSTAT AND SEAL      |              |            |        |
|                  |              |                  |             | HOOKED UP SOME HOSES AND WIRING        |              |            |        |
|                  |              |                  |             | 2-2-23 CK403                           |              |            |        |
|                  |              |                  |             | PERFORMED A JSA                        |              |            |        |
|                  |              |                  |             | INSTALLED FRONT GEAR COVER             |              |            |        |
|                  |              |                  |             | INSTALLED OVERHEAD COMPONENTS          |              |            |        |
|                  |              |                  |             | INSTALLED OIL PUMP AND SUCTION TUBE    |              |            |        |
|                  |              |                  |             | INSTALLED OIL PAN                      |              |            |        |
|                  |              |                  |             | SET OVERHEAD                           |              |            |        |
|                  |              |                  |             | INSTALLED INJECTORS AND FUEL LINES     |              |            |        |
|                  |              |                  |             | INSTALLED WIRING HARNESS               |              |            |        |
|                  |              |                  |             | INSTALLED VALVE COVER                  |              |            |        |
|                  |              |                  |             | INSTALLED FAN HUB                      |              |            |        |
|                  |              |                  |             | INSTALLED ALTERNATOR AND AC COMPRESSOR |              |            |        |
|                  |              |                  |             | INSTALLED BELTS AND FAN                |              |            |        |
|                  |              |                  |             | INSTALLED FAN SHROUD                   |              |            |        |
|                  |              |                  |             | INSTALLED TURBO                        |              |            |        |
|                  |              |                  |             | 2-3-23 CK403                           |              |            |        |
|                  |              |                  |             | PERFORMED A JSA                        |              |            |        |
|                  |              |                  |             | INSTALLED RADIATOR                     |              |            |        |
|                  |              |                  |             | HOOKED UP HOSES AND BRACKETS           |              |            |        |
|                  |              |                  |             | INSTALLED AIR INTAKE PIPING            |              |            |        |
|                  |              |                  |             | INSTALLED AIR FILTER                   |              |            |        |
|                  |              |                  |             | PRELUBED ENGINE                        |              |            |        |
|                  |              |                  |             | FILLED WITH COOLANT                    |              |            |        |
|                  |              |                  |             | MOVED OUTSIDE AND RAN FOR A WHILE      |              |            |        |

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, these Terms and Conditions set forth in this Agreement.

Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins; and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might impact the Services. Customer is responsible for obtaining and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services.

If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, or Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a 'take or pay' obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins; or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws; and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public; or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins

suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE BE LIMITED BY THE FOLLOWING. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

### 7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement."

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THESE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE BE LIMITED BY THE FOLLOWING. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement.

If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **MISCELLANEOUS.** All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9, Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.





# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

GILLETTE WY BRANCH  
2600 E 2ND STREET  
GILLETTE, WY 82718-  
(307)682-9611

\*\*\*REPRINT\*\*\*

INVOICE NO

47-37703

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

## BILL TO

RAMSET HILL EXPLORATION, LLC  
141 HWY 35 N  
RIVER FALLS, WI 54022-

## OWNER

RAMSEY HILL EXPLORATION  
141 HWY 35 N  
RIVER FALLS, WI 54022-  
GLENN JOHNSON - 715 3073378

PAGE 3 OF 4

\*\*\* CCARD \*\*\*

| DATE         | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL      | PUMP NO.  | EQUIPMENT MAKE  |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 06-FEB-2023  | 9                  | 10-JUL-2018     | X15 CM2350 X116B  |           | PETERBILT       |
| CUSTOMER NO. | SHIP VIA           | FAIL DATE       | ENGINE SERIAL NO. | CPL NO.   | EQUIPMENT MODEL |
| 1039516      |                    | 13-DEC-2022     | 80063903          |           | 389             |
| REF. NO.     | SALESPERSON        | PARTS DISP.     | MILEAGE/HOURS     | PUMP CODE | UNIT NO.        |
| 95716        | HN520              |                 | 488120 / 0        |           | 342             |

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

OSN/MSN/VIN 1XPBP40X1KD271961

CHECKED OVER UNIT  
TOOK UNIT FOR A TEST DRIVE  
TOPPED OFF THE COOLANT  
WENT TO FILL REFRIGERANT  
FOUND A WEAK SPOT IN A HOSE  
MARKED WHERE IT WAS AT AND ALSO ADVISED THAT THE BELLOWS ON THE  
EXHAUST IS LEAKING  
CLEANED UP AREA  
PARKED UNIT UP FRONT

## COVERAGE

CUMMINS CUSTOMIZED ASSURANCE PLAN (CAP)

### NEW PARTS WARRANTY

|    |    |            |                          |           |          |            |
|----|----|------------|--------------------------|-----------|----------|------------|
| 1  | 1  | 5693831    | KIT,OVERHAUL             | CECO      | 9,210.06 | 9,210.06 * |
| 1  | 1  | LF14000-NN | PAC,LF                   | FLG       | 72.34    | 72.34 *    |
| 12 | 12 | V891001    | P BL 1 S GN2 15W-40 BULK | VALVOLINE | 15.99    | 191.88 *   |
| 3  | 3  | 900        | MAG 1 DEX/MERC/ATF QT    | RM-OTHER  | 4.68     | 14.04 *    |
| 3  | 3  | 5693706    | KIT,LINER                | CECO      | 337.90   | 1,013.70 * |
| 2  | 2  | 3682826    | SEAL,GROMMET             | CECO      | 4.29     | 8.58 *     |
| 1  | 1  | 7312       | HOSE #12                 | RM-OTHER  | .71      | 0.71 *     |
| 1  | 1  | 186780     | SEAL,THERMOSTAT          | CECO      | 23.11    | 23.11 *    |
| 1  | 1  | 4393172    | SEAL,O RING              | CECO      | 5.37     | 5.37 *     |

## WARRANTIES APPLIED

FACTORY IN SHOP  
FACTORY IN SHOP 2

PARTS: 10,539.79  
PARTS COVERAGE CREDIT: 10,539.79CR  
TOTAL PARTS: 0.00  
SURCHARGE TOTAL: 0.00

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, these Terms and Conditions set forth in this Agreement.

Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins; and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might impact the Services. Customer is responsible for obtaining and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services.

If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, or Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a 'take or pay' obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins

suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE BE LIMITED BY THE FOLLOWING. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

### 7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement."

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THESE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE BE LIMITED BY THE FOLLOWING. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement.

If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **MISCELLANEOUS.** All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9, Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.





# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

GILLETTE WY BRANCH  
2600 E 2ND STREET  
GILLETTE, WY 82718-  
(307)682-9611

\*\*\*REPRINT\*\*\*

|                                                       |
|-------------------------------------------------------|
| INVOICE NO                                            |
| 47-37703                                              |
| TO PAY ONLINE LOGON TO<br>customerpayment.cummins.com |

**BILL TO**

RAMSET HILL EXPLORATION, LLC  
141 HWY 35 N  
RIVER FALLS, WI 54022-

**OWNER**

RAMSEY HILL EXPLORATION  
141 HWY 35 N  
RIVER FALLS, WI 54022-  
GLENN JOHNSON - 715 3073378

PAGE 4 OF 4

\*\*\* CCARD \*\*\*

| DATE         | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL      | PUMP NO.  | EQUIPMENT MAKE  |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 06-FEB-2023  | 9                  | 10-JUL-2018     | X15 CM2350 X116B  |           | PETERBILT       |
| CUSTOMER NO. | SHIP VIA           | FAIL DATE       | ENGINE SERIAL NO. | CPL NO.   | EQUIPMENT MODEL |
| 1039516      |                    | 13-DEC-2022     | 80063903          |           | 389             |
| REF. NO.     | SALESPERSON        | PARTS DISP.     | MILEAGE/HOURS     | PUMP CODE | UNIT NO.        |
| 95716        | HN520              |                 | 488120 / 0        |           | 342             |

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

OSN/MSN/VIN 1XPBP40X1KD271961

|                        |            |
|------------------------|------------|
| LABOR:                 | 7,507.50   |
| LABOR COVERAGE CREDIT: | 7,322.50CR |
| TOTAL LABOR:           | 185.00     |
| MISC.:                 | 9.25       |
| MISC. COVERAGE CREDIT: | 0.00CR     |
| TOTAL MISC.:           | 9.25       |
| HAZ WASTE DISPOSAL     | 9.25       |
| LOCAL STATE            | 1.94       |
|                        | 7.77       |

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 194.25

TOTAL TAX: 9.71

TOTAL AMOUNT: US \$ 203.96

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, these Terms and Conditions set forth in this Agreement.

Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins; and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might impact the Services. Customer is responsible for obtaining and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services.

If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, or Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a 'take or pay' obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins; or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws; and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public; or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins

suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE, IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

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HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement."

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

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THE REMEDIES PROVIDED IN THESE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR OTHERWISE SHALL EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement.

If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **MISCELLANEOUS.** All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9, Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.