



Customer Value Agreement

Terms of Agreement

CUSTOMER VALUE AGREEMENT PREVENTATIVE MAINTENANCE SERVICES

Terms: This **Customer Value Agreement** provides support based on a duration of machine hours and / or months in service and is subject to auto renewals and price adjustments. The Customer Value Agreement can be based on different types of services depending on what the customer needs. The services will be scheduled and performed at the appropriate SMU (+/- 50 SMU) as outlined in Caterpillar's Operation & Maintenance Manual. Services will be billed at the time of the completed services, unless otherwise noted. Quinn Company will not be responsible for PM Services missed or for any resulting damages due to customer's failure to make equipment available for scheduled services.

With the uncertainty in the oil market, Quinn Company reserves the right to add an oil surcharge to the agreement price, if applicable to the maintenance plan. This surcharge will be added if the market price for oil changes by 100% or more over any six-month period during this agreement.

Reference to Customer Value Agreement Preventative Maintenance Agreement provided by Quinn Company.

Equipment List: See Attached for detailed information and pricing for Customer Value Agreement Preventative Maintenance Services.

This agreement will be in effect during the period and pertains solely to the equipment as outlined in the equipment list.

Inclusions:

1. All labor required to perform each PM Service or Inspection, if labor is purchased as part of the agreement.
2. All filter and fluids replaced with Caterpillar filters (where applicable) and fluids, if purchased as part of the agreement.
3. Quinn Company S-O-S Fluids Analysis, with data interpretations and recommendations.
4. CAT® Inspect Application utilizing machine inspections, ECM Data, repair history and S-O-S Fluids Analysis.
5. Product Link Connectivity.
6. Complete "Walk-around machine inspection with CAT® Inspect Application", provided during each PM service.
7. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC-required documentation.
8. Agreement are subject to auto renew and the end user will be notified of the agreement expiration date and auto renew date.

Exclusions, Exceptions and Other Conditions:

1. Any scheduled or unscheduled repairs except what is included in this CVA agreement.
2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included. Make-up fluids added by Quinn Company, that are not part of the scheduled service are not included.
3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company.
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters.
5. Either party may cancel this agreement with a thirty (30) day written notice. In the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price.
7. Travel time and mileage will be billed separately, unless otherwise stated. Stand-by time will be billed separately if the machine is not available for PM service or Inspection at the scheduled time.

Customer Responsibilities:

1. Daily, weekly or as "required" PM services, unless noted in the Special Provisions section of this agreement.
2. Make equipment available at a reasonable working location within Quinn Company's service territory during normal working hours (Mon - Fri, 7am - 5pm), unless noted in the Special Provisions section of this agreement.
3. Have the machine in "Ready to Service" condition when PM service is scheduled.
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications.
5. Monitor the air filter restriction indicator and change the air cleaner elements as required.
6. Perform all external cleaning of the machine.
7. Timely notification about any maintenance problems experienced with the machine.

CONNECTIVITY CUSTOMER VALUE AGREEMENT

Terms: This Connectivity Customer Value Agreement provides for support for annual billing and will start the day of the device activation. Customers will be notified 60 days prior to contract end date and is subject to auto renew. This agreement will be in effect during the start date of activation of the Product Link device and pertains solely to the equipment listed above.

Caterpillar Data Governance: By signing this document you agree to the Caterpillar Data Governance statement. For information regarding Caterpillar's Data Governance and information sharing policies in regards to equipment information collected from customers assets relating to machines, products or other assets and their associated worksites, please follow website address <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> to see the full Data Governance Statement.

Reference to Connectivity Agreement provided by Quinn Company.

Equipment List: See Attached for detailed information and pricing for Connectivity Subscriptions.

1. Access to VisionLink, S-O-S Services Web, My.CAT.com, Cat Inspect and Parts.Cat.com will be provided on all Connectivity Agreements depending on the subscription access.
2. All labor required to repair or replace Product Link devices is not part of the Connectivity Subscription Pricing.
3. Connectivity Agreements partnered with a Total Maintenance and Repair or a Preventative Maintenance Agreement are a separate type of an agreement. VisionLink does allow you to track your Service History, and if Quinn and the customer have an agreement to perform the services based on the Caterpillar's Operation & Maintenance Manual, then the Dealer will maintain those records within VisionLink Unified Service which will be visible by the customer and Quinn Company. For more information about your Total Maintenance and Repair Agreement or Preventative Maintenance Agreement, see that documentation.
4. Device warranty If the machine was sold with a factory installed device, then that would follow the standard new machine warranty. If a device is purchased and installed as a retrofit type install, then the warranty would be based on the standard new parts warranty policy.
5. Non-Reporting assets and Firmware updates: Non-Reporting devices can be the result of customer abuse, an issue with the device on the machine, or the machine. Some hardware can become non-reporting due to the firmware being outdated which would need to be updated. In some cases, we would need to schedule a service call which would not be covered under warranty and would be a cost to the customer.
6. Monitoring Equipment: When a CAT® Essentials with Monitoring subscription is purchased, Quinn will monitor the equipment during normal business hours. Quinn is not liable for any failures due to any fault codes of events that are received through VisionLink notifications, nor are we held responsible from any recommendations that we supply based on alerts or events that come from the machines Electronic Control Modules.