



# PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL

## YANCEY BROS. CO. PREVENTATIVE MAINTENANCE AGREEMENT

CUSTOMER ACCOUNT NAME: Effingham County CUSTOMER NO: 810370 QUOTE NO: 366746  
 PM CONTACT (NAME, EMAIL & PHONE):  QUOTE DATE: 2/27/2026

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Total Pre-Paid Price	Cost Per Hour Price*	Pay Per Service Price*
140	EB201299	0	84   9,500	500	\$54,988.28	\$5.79	See accompanying service price list

\* The cost per hour pricing and pay per service pricing set forth in this agreement may be subject to periodic adjustment during the term of the agreement to account for cost increases, as detailed in the terms and conditions (see reverse side).

YANCEY RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary @ 500 Hours/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters @ 500 Hours
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All PM Service History

CUSTOMER RESPONSIBILITIES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For PM Service Upon Arrival Of PM Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed

**Condition Monitoring service is included with Yancey's premium PM agreements**

- Our C.M. analyst will manage the following fleet services:
- Track hours and schedule services in advance and on time
  - Ensure the correct PM service level is performed
  - Monitor health & utilization by sending event reports daily and providing monthly reports

**Terms of Agreement:** This agreement is subject to all Yancey Bros. Co. ("Yancey") standard terms and conditions set forth on the reverse side.

CUSTOMER INITIALS: \_\_\_\_\_

## **THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **1. BILLING:**

- If customer elects pre-paid billing, Yancey will generate an invoice up front for the entire agreement term for each serial number at the applicable pre-paid price.
- If customer elects cost per hour billing, Yancey will generate an invoice each month for each serial number for the previous billing period hourly usage at the applicable cost per hour price (i.e., usage hours multiplied by applicable cost per hour rate).
- If customer elects pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable pay per service price.

### **2. PRICE ADJUSTMENTS:** The cost per hour pricing and pay per service pricing set forth in this agreement are guaranteed for a period of six months from the agreement start date. Upon each six-month anniversary of the agreement start date during the agreement term (including any renewal term), Yancey may, at its option, increase the cost per hour pricing and pay per service pricing then in effect under this agreement by the percentage increase in U.S. Bureau of Labor Producer Price Index WPUFD42 (PPI Commodity data for Final demand, not seasonally adjusted) (the "PPI") over the immediately preceding six-month period, provided that the PPI increased by at least two percent over such six-month period.

### **3. EXCLUSIONS:** This agreement does not include any of the following:

- Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacturer's lubrication and maintenance guide
- Routine adjustments like adjusting engine valve
- Replacement cab filters, hoses, clamps, bulbs, nuts, bolts, etc.
- Replacement filters such as engine air or fuel filters outside of the normal scheduled interval (250 and 500 hour interval PM services do not include engine air filter replacement)
- Replacement Tier 4 type machine diesel particulate filter and components

### **4. WARRANTY INFORMATION:** Yancey warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey's obligation under this warranty shall be limited to the repair or replacement at Yancey's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Substandard repair work may be performed upon request of customer and according to customer's instructions, but such work will carry absolutely no warranty whatsoever. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY YANCEY WITH RESPECT TO ANY WORK PERFORMED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY REMEDY EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND YANCEY'S SOLE AND EXCLUSIVE LIABILITY, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO PROMISE, WARRANTY, REPRESENTATION, OR AGREEMENT OF ANY KIND OR NATURE, WRITTEN OR ORAL, HAS BEEN MADE BY YANCEY AT VARIANCE WITH OR IN ADDITION TO THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN.

### **5. LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT YANCEY'S RESPONSIBILITIES UNDER THIS AGREEMENT ARE LIMITED TO THE PROVISION OF THE GOODS AND/OR SERVICES SPECIFICALLY OUTLINED HEREIN AND THAT YANCEY DOES NOT GUARANTEE THE DETECTION OR REPLACEMENT OF WORN OUT, DEFECTIVE, OR MALFUNCTIONING PARTS. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL YANCEY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF ANTICIPATED PROFITS, LOSS OF TIME, OR OTHER ECONOMIC LOSS OR ANY INJURY TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, OR USE OF ANY GOODS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OR LIABILITY AND REGARDLESS OF WHETHER YANCEY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **6. AUTOMATIC RENEWAL:** This agreement shall automatically renew for successive periods of two years each (each, a renewal term) unless and until either party cancels the agreement. If customer previously elected pre-paid billing, upon renewal the agreement will convert to pay per service billing at the applicable pay per service pricing in effect as of the renewal date, unless customer again elects pre-paid billing or otherwise elects a different billing option. If customer previously elected cost per hour billing or pay per service billing, upon renewal the agreement will continue with the same billing method at the applicable pricing in effect as of the renewal date.

### **7. CANCELLATION:** This agreement can be canceled at any time by either party by providing written notice of cancellation (email is sufficient) to the other party. In the event of early cancellation, the account will be reconciled, and any charges due Yancey will be payable in full at that time and any credits due to the customer will be due to the customer at that time.

### **8. APPLICABLE LAW:** This agreement shall be deemed to be governed by the laws of the State of Georgia.

### **9. TELEMATICS:** To the extent that the customer's machine is equipped with Product Link%u2122, customer understands that data concerning the machine, its condition, and its operation is being transmitted by Product Link%u2122 to Caterpillar Inc. its affiliates ("Caterpillar") and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey will remain the private property of Yancey.

### **10. FORCE MAJEURE:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond that party's reasonable control. Such acts include but are not limited to the following: strikes or other labor disputes, lockouts, Acts of God, material

shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

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Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Yancey Bros. Co. Signature: \_\_\_\_\_ Date: \_\_\_\_\_