



NEW HUDSON MI BRANCH
54250 Grand River Avenue
New Hudson, MI 48165-
(248)573-1900

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

INVOICE NO

S6-251048409

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

HAMBURG TWP
PO BOX 157
HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
PO BOX 157
HAMBURG, MI 48139-
SAM VULTAGGIO - 810 3009207

PAGE 1 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
09-OCT-2025	EN12REP	17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		22-SEP-2025	73373673	CPL373400	COMMANDER
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
275556	AN14W		69808		ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

10018

YEAR 2012

COMPLAINT

CUSTOMER STATES UNIT HAS CHECK ENGINE LIGHT, CHECK AND ADVISE.
APPLIED TO WORK ORDER

CAUSE

DIAGNOSTICS 2.5 HOURS FOR OIL LEAKS FROM FRONT COVER AREA, TAPPET PIN AREA, VALVE
COVER AREA AND OIL PAN GASKET

ACTIVE CODE FOR DEF DOSING VALVE

DEF DOSING VALVE/ INJECTOR PLUGGED WITH DEF AND THE HOLE IN THE DECOMP TUBE FOR THE
DOSING VALVE WAS ALSO PLUGGED

UNIT HAS RECENT FAULTS FOR OVERHEATS BUT NO SIGNS OF ANY COOLANT LEAKS AND NO LOW
COOLANT FAULTS.

INJECTOR HARNESS LEAKING

ROCKERBOX LEAKING

OIL PRESSURE SENSOR LEAKING

OIL PAN LEAKING

FRONT COVER LEAKING

GEAR HOUSING LEAKING

CORRECTION

1. R&R COOLANT THERMOSTAT
2. R&R DEF DOSING VALVE (INJECTOR)
3. PERFORM DEF SYSTEM LEAK TEST AND VERIFY IT BUILDS AND HOLDS PRESSURE
4. RUN UNIT TO BURP COOLING SYSTEM
5. PERFORM DPF REGENERATION

PO #20250751

GL CODE 206 000 000 932 000

APPROVED

OCT 13 2025

ENTERED 10.20.25 MM

DUE DATE

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 _____



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10018

YEAR 2012

6. CHECK FOR ANY FAULTS

7. DIAG OIL LEAKS

8. FINAL INSPECTION, Q/A

9. R&R INJECTOR HARNESS

10. R&R ROCKER BOX GASKET

11. R&R OIL PAN GASKET

12. R&R OIL PRESSURE SENSOR

13. R&R FRONT COVER

14. R&R GEAR HOUSING

CUSTOMER BILLABLE

FOUND SLIGHT OIL LEAKS FROM FRONT COVER AREA, TAPPET PIN AREA, VALVE COVER AREA AND
POSSIBLE OIL PAN GASKET

COVERAGE
REMARK

THANK YOU FOR CHOOSING CUMMINS SALES AND SERVICE!

1

COURTESY
INSPECTION

COURTESY INSPECTION

PARTS:

0.00

PARTS COVERAGE CREDIT:

0.00 CR

TOTAL PARTS:

0.00

SURCHARGE TOTAL:

0.00

LABOR:

0.00

LABOR COVERAGE CREDIT:

0.00 CR

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TOTAL LABOR:						0.00	
MISC.:							0.00
MISC. COVERAGE CREDIT:							0.00 CR
TOTAL MISC.:						0.00	
1	1	2888173NX	INJECTOR,DOSER	DRC		644.80	644.80
1	1	2871878D	INJ, DOSER	CLEAN		6.75	6.75
-1	-1	2871878D	INJ, DOSER	DIRTY		6.75	-6.75
1	1	4376837	KIT,HARDWARE	CECO		69.29	69.29
1	1	6305290	THERMOSTAT	CECO		137.53	137.53
4	4	CC36077	OAT	FLG		18.93	75.72
1	1	3958112	COVER,GEAR	CECO		209.69	209.69
1	1	3903475	SEAL,RECTANGULAR RING	CECO		6.92	6.92
3	3	4934545	HARNESS,WIRING	CECO		112.11	336.33
1	1	3959798	GASKET,VALVE COVER	CECO		59.65	59.65
1	1	5272959	GASKET,RKR LEVER HOUSING	CECO		26.30	26.30
12	12	6464329	GUIDE,TAPPET	CECO		13.59	163.08
1	1	4921517	SENSOR,PRESSURE	CECO		131.33	131.33
1	1	5332563	GASKET,OIL PAN	CECO		84.44	84.44
1	1	5264459	HOSE,PLAIN	CECO		51.62	51.62
1	1	5264570	GASKET,OIL DRAIN	CECO		4.93	4.93
1	1	4991695	HOUSING,GEAR	CECO		506.06	506.06
1	1	3944293	GASKET,GEAR HOUSING	CECO		138.94	138.94
1	1	3940245	GASKET,HYDRAULIC PUMP	CECO		22.40	22.40
1	1	3899283	SEAL,O RING	CECO		14.45	14.45
1	1	5272819	SEAL,RECTANGULAR RING	CECO		2.93	2.93

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1		1	4928599	SEAL,O RING	CECO	12.77	12.77
1		1	3164067	SEALANT	CECO	30.24	30.24
1		1	LF9009	PAC, LF	FLG	64.44	64.44
7		7	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	15.23	106.61
2		2	4932615	GASKET,CONNECTION	CECO	5.08	10.16
1		1	CV50628	ELEMENT,CV	FLG	183.67	183.67
1		1	CC2638	CHEM. PKG.	FLG	44.93	44.93
1		1	4988280	GASKET,HYDRAULIC PUMP	CECO	6.00	6.00
1		1	3103015	SEAL,GROMMET	CECO	5.04	5.04
1		1	3925626	KIT,SEAL	CECO	260.59	260.59
1		1	8602136-001	DIPSTICK TUBE	E1-NONSTOCK	186.50	186.50
8		8	3963736	CLIP,WIRE RETAINING	CECO	4.32	34.56
1		1	3883284	SEAL,O RING	CECO	8.82	8.82
1		1	3682177	SEAL,O RING	CECO	9.27	9.27
2		2	CAC40P-400X6	CAC BOOT	NSPART2	46.00	92.00
1		1	25080560HD	BELT	NSPART2	62.61	62.61
4		4	3926704	CLAMP,T BOLT	CECO	40.51	162.04

PARTS:	3,966.66
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	3,966.66
SURCHARGE TOTAL:	0.00
LABOR:	12,251.20
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	12,251.20
MISC.:	0.00

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OSN/MSN/VIN 10018

YEAR 2012

MISC. COVERAGE CREDIT:

0.00 CR

TOTAL MISC.:

0.00

TAX EXEMPT NUMBERS:

LOCAL

0.00

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SUB TOTAL: 16,217.86

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 16,217.86

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

All terms and conditions ("Terms and Conditions"), together with all materials/quotes ("Quotes") and/or invoices ("Invoices") 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 represented by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into the 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) Customer's receipt of the Customer purchase order; (ii) Customer's signature on the invoice; (iii) Customer's payment to Cummins; (iv) any other event constituting acceptance; (v) Customer's signature on this Agreement; (vi) Cummins' release of Products to production pursuant to Customer's order; (vii) Customer's request for service call from Cummins; (viii) Customer's request for parts from Cummins; or (ix) any other event which constitutes a waiver of rights under the Agreement. If used solely for sales purposes, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement, Electronic transactions between Customer accounts will be held harmless 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.

the event Customer desires, references, incorporates by reference, reproduces any purchase order or document, vendor partial terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, documents, 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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and Cummins expressly acknowledges and agrees that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall be null and void to the extent of any such conflict.

shall not modify or amend any provisions of the Price-Listing Agreements unless specifically agreed to or written by both Parties.

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 ("Services") 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 Cumsis 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, invoices, 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 occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

[illegible]

Customer hereby irrevocably and exclusively authorizes Cummins to suspend or delay delivery of any goods or services, 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 associated (including delay) 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

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, any 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 change in price at time of shipment. Unless otherwise agreed in writing, packaging method, shipping documents and insurance 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 Services ordered hereunder within thirty (30) days of the date of the invoice, regardless of whether the Goods or Services have been received or 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 required by the Customer. Payment by the Customer upon delivery dates or the date of completion of Services. In the event Customer fails to make such payment, Customer-owned motor vehicle, or any other personal property, or fails to take any of all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery dates or the date of completion of Services, the entire contract shall terminate, and no further obligations shall exist between the parties.

(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 (not to exceed fifty (\$50) 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 hour 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 released to 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 is delayed, deferred, or released to Customer beyond thirty (30) days from the agreed upon delivery or pick-up date, or (iii) 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 (iv) 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.

8. 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, arising from delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government, authority, embargoes, war, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or any inability to obtain necessary labor, materials, supplies, equipment or machinery. The current COVID-19 pandemic has caused significant supply chain disruptions, which may cause delays in delivery, shipping, installation, or performance. TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE 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 defect in workmanship (i) for one generation of operation (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 a period of ninety (90) days after cessation of Services, 25,000 miles or 800 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.

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

[illegible]

8. 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, REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PRODUCT, AND/OR DAMAGES CAUSED BY DELAY) OR 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 ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT 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, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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RECEIVED, RETURNED, COUNTERMAILED 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.

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15. COMPLIANCE WITH LAWS. Customer shall comply with all law applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export and import controls, embargos, trade sanctions, and other laws and regulations. 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 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 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 any such breach of law or regulation. Cummins shall not be responsible for any 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 any such breach of law or regulation.

14. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and is at the time of disclosure, ~~known to be confidential by the disclosing party or the receiving party~~ known to be confidential by the disclosing party, including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) 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: ~~any information that is confidential under applicable law~~ any information that is confidential under applicable law. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

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 its compliance with the above.

17. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the prices 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 a "Just-in-Time" arrangement, the date of receipt of materials ("Receipt Date"). The adjustment shall be based on fluctuations in the cost of goods sold ("COGS") and other direct costs ("DOC") incurred by Cummins during the period between the Shipment Date or Receipt 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, labor, material, energy, overhead, etc.) and/or changes in demand or other unforeseen circumstances beyond Cummins' control.

18. TARIFF AND DUTY BURDENS. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. 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 service or registered mail to the addresses set forth in the Quote and/or invoice.

the assignment of this Agreement shall be valid unless it is written and signed by the parties herein. 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

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Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to the terms hereof. The Parties' rights, remedies, and obligations under this Agreement, including their respective and mutual obligations to maintain confidentiality, 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 the terms hereof. The Parties' rights, remedies, and obligations under this Agreement, including their respective and mutual obligations to maintain confidentiality, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement.

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, and the purchase 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.

35. The contract shall comply with applicable laws and regulations, including but not limited to, the requirements of 41 CFR 65.60-1.4(a), 60-300.5(a) and 65-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals

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and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, political beliefs, marital status or ancestry. This language is hereby incorporated by reference into this contract.