

1. **Agreement.** This Sales Agreement (this "Agreement") is for the sale of the equipment described on the first page hereof ("Page 1"), including all parts thereof and accessories thereto (collectively, the "Equipment"), by dealer described on Page 1 ("Dealer") to the customer described on Page 1 ("Customer") (each a "Party" and collectively, the "Parties"). The Parties agree that this Agreement will be governed by the following documents in this order of precedence: Page 1, these Sales Agreement Terms and Conditions, other writings signed by the Parties, other documents issued by Dealer relating to the Equipment, other documents issued by Customer relating to the Equipment. Acceptance of any portion of the Equipment, providing payment in whole or in part, issuance of a purchase order or similar document, or acceptance of this Agreement in any form (whichever occurs first) constitutes acceptance of these terms and conditions and any terms incorporated by reference therein.

2. **Title to Equipment.** Title to the Equipment shall pass to Customer upon receipt by Dealer of the full purchase price and all other sums due hereunder.

3. **Loss and Damage.** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance, upon the earlier of (i) Dealer's tender of the Equipment to the carrier and (ii) receipt by Customer of the Equipment. Until the purchase price and all other sums due hereunder are paid in full, Customer shall promptly give Dealer written notice of any loss or damage.

4. **Payment.** Customer shall pay all amounts due hereunder within ten (10) days of receipt by Customer of an invoice from Dealer. Failure to notify Dealer in writing of any dispute regarding an invoice within sixty (60) days of receipt thereof waives Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.

5. **Late Payments.** All late payments shall bear interest at the lesser of the rate of 1.5% per month (18% per annum) and the highest rate permitted under applicable law, calculated daily and compounded monthly, from the date such payment was due until the date paid in full. In addition to all other remedies available under this Agreement or at law (which Dealer does not waive by the exercise of any rights hereunder), Dealer shall be entitled to suspend delivery of the Equipment if Customer fails to pay any amounts due.

6. **Loading and Unloading.** Customer is responsible for the loading and unloading of the Equipment. IF DEALER EMPLOYEES ASSIST IN LOADING OR UNLOADING THE EQUIPMENT, CUSTOMER ASSUMES THE RISK OF ANY RESULTING DAMAGE OR INJURY AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DEALER FROM AND AGAINST ANY LOSS, COST OR EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) ARISING FROM OR RELATED TO THE SAME, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY DEALER'S NEGLIGENCE OR THE NEGLIGENCE OF DEALER'S EMPLOYEES, AGENTS OR ASSIGNS.

7. **Insurance.** Customer shall maintain such insurance, with such insurers, in such amounts, for such duration and with such endorsements and certificates as Dealer may specify.

8. **Taxes and Other Charges.** Customer shall promptly pay all taxes, fees, duties, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment, excluding any taxes imposed on, or with respect to, Dealer's income, revenues, gross receipts, personnel or real or personal property or other assets unless otherwise specified in writing.

9. **Delivery.** Customer shall pay for and hold Dealer harmless from all shipping charges and insurance costs. Unless otherwise agreed in writing, Dealer shall deliver the Equipment F.O.B. to the location specified on Page 1 using Dealer's standard methods for packaging and shipping. Dealer's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company. Any time quoted by Dealer for delivery is an estimate only, and Dealer shall not be liable for or in respect of any loss or damage arising from any delay in delivery. No delay in delivery shall relieve Customer of its obligations hereunder. Dealer may, in its sole discretion and without liability or penalty, make partial shipments of the Equipment to Customer.

10. **Taken In Trade.** Customer irrevocably sells, assigns, transfers and conveys possession, ownership and title of any Trade-in Equipment described on Page 1 to Dealer. Customer warrants that it is the sole owner of the Trade-in Equipment, that it has power and authority to sell the Trade-in Equipment, and that no lien or any encumbrance of any kind or nature exists against the Trade-in Equipment. Customer shall not withhold, offset, recoup or debit any other amounts owed (or to become due and owing) hereunder or otherwise to Dealer or any of its affiliates against any other amount owed (or to become due and owing) to it or its affiliates.

11. **Limited Warranty.** All warranties on the Equipment sold are limited to the warranty provided by the manufacturer of said Equipment unless a separate warranty is provided in writing to Customer at the time of purchase or described in writing on Page 1. Subject to the foregoing, Dealer does not provide a warranty in addition to that provided by the manufacturer of the Equipment. Customer understands that warranties for the Equipment is limited in time and scope and can vary according to the source from which it was obtained.

12. **Exclusions from Limited Warranty.** Any limited warranty offered by Dealer does not cover (i) defects, error or damage to Customer's equipment due to accident, abuse, misuse, negligent use, failure to follow proper maintenance procedures, and any use other than use in a normal and customary manner, (ii) defects, errors or nonconformities due to modifications, alterations, additions or changes to the Equipment not made or authorized by Dealer, (iii) normal wear and tear, or (iv) damage caused by force of nature or by an act of any third party. Claims for losses arising out of any failure of repaired equipment to operate for the warranty period or for loss due to, or in connection with, the failure of the repaired equipment, including any and all claims for indirect and consequential damages, are excluded from this limited warranty.

13. **Limited Warranty Procedure.** Dealer's warranty obligations set forth above do not arise unless Customer gives written notice that reasonably describes any defective Equipment to Dealer within thirty (30) days of discovery of the alleged defect and any applicable warranty period has not expired. If, in its sole discretion, Dealer determines there to be a defect in the Equipment materials provided, which defect is directly attributable to Dealer, Dealer may, in its sole discretion, either (i) use commercially reasonable efforts to cure any defect, or (ii) credit or refund the price of any defective Equipment, less a deduction equal to the fees for receipt or use of such Equipment on a pro-rated basis. THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY ABOVE.

14. **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY ABOVE, DEALER MAKES NO WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. DEALER IS NEITHER A MANUFACTURER OF THE EQUIPMENT OR ANY PARTS USED IN THE EQUIPMENT NOR AN AGENT THEREOF. ALTHOUGH DEALER MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF DEALER; (2) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY DEALER WHICH ARE NOT COVERED BY SUCH MANUFACTURER'S WARRANTY. Any warranty by Dealer shall be null and void and have no legal effect if Customer has failed to pay for the Equipment at issue.

15. **Limitation of Liability.** IN NO EVENT SHALL DEALER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (i) THE FEES PAID TO DEALER PURSUANT TO THIS AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (ii) \$25,000. The limitations of liability set forth above shall not apply to liability resulting from DEALER's gross or wanton negligence or willful misconduct.

16. **Customer Warranties and Obligations.** In addition to the other warranties contained herein, Customer warrants that (i) if an entity, it is duly organized and validly existing in good standing; (ii) it is duly authorized to execute, deliver and perform its obligations under this Agreement; (iii) when executed and delivered by each party, this Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms; (iv) it is not insolvent and is paying all of its debts as they become due; (v) any payments made pursuant to this Agreement are intended by Customer to be a substantially contemporaneous exchange for new value given to Customer; and (vi) each payment made of a debt incurred by Customer under this Agreement is or was in the ordinary course of business or financial affairs of Customer. Customer shall pay or reimburse all prices, fees, expenses or charges related to the Equipment when they become due, cooperate with Dealer in all matters relating to the Equipment and provide such access to Customer's premises and facilities as may reasonably be requested by Dealer for the purposes of performing or delivering the Equipment. Customer shall provide all direction, information, approvals, authorizations, notes, contracts, security agreements, financing statements, decisions or materials reasonably requested by Dealer to perform or deliver the Equipment.

17. **Compliance with Law.** Each Party agrees to comply fully, at its sole cost, with all applicable federal, state and local laws, rules and regulations. You must comply with the renewable diesel requirements in Title 13 Section 2449.1(f) of the California Code of Regulations. When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure for Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

18. **Security.** Customer grants to Dealer a security interest in and to all right, title and interest of Customer in, to and under the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's payment and other obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Dealer as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) (i) to perfect such security interest, and/or (ii) to release, terminate and void Dealer's security interest. Customer shall execute any such statements or other documentation necessary to perfect such security interest. The security interest granted under this provision constitutes a purchase money security interest under the Nevada Uniform Commercial Code ("UCC").

19. **Termination for Convenience.** Dealer may terminate this Agreement for any reason upon giving Customer thirty (30) days' prior written notice.

20. **Default.** The following are defaults by Customer: (i) failure to pay any amount due hereunder by Customer to Dealer; (ii) ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors, filing bankruptcy or making an assignment for the benefit of creditors; (iii) Dealer deeming itself insecure with respect to Customer's performance; (iv) failure to perform any obligations to Dealer hereunder or otherwise; and (v) any representation or warranty by Customer is false or misleading.

21. **Remedies.** Upon any default by Customer, Dealer may exercise any one or more of the following remedies without notice of default: (i) terminate this Agreement; (ii) seek immediate relief from any automatic stay, seek specific performance or injunction or recover damages; (iii) stop delivery of the Equipment or any other equipment ordered by Customer; (iv) declare all amounts due and coming due, together with interest and late fees, immediately due and payable; (v) without terminating this Agreement, take possession of the Equipment, including entering the premises where the Equipment is located WITH OR WITHOUT PROCESS OF LAW, and sell, relet or otherwise dispose of Equipment as a secured party under the UCC and deduct all expenses, costs, attorney's fees and other charges incurred by Dealer; (vi) recover any deficiency from Customer; and/or (vii) perform, or cause

**A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.**

performance of, Customer's obligations at Customer's cost. In no event shall Dealer be required to sell or relet the Equipment or rebate or pay back any gain or profit as a result of leasing the Equipment. The exercise of any remedy will not constitute an election of remedies or a waiver of any other remedy; remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

22. **Indemnity.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DEALER, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEFICIENCIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED AS A RESULT OF (i) ANY BREACH BY CUSTOMER OF THIS AGREEMENT OR ANY APPLICABLE LAW OR (ii) ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.

23. **Confidentiality.** From time to time during the term of this Agreement, either Party (as "Disclosing Party") may disclose or make available to the other Party (as "Receiving Party") non-public proprietary and confidential information that is marked confidential or should reasonably be assumed to be confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 23; (ii) is or becomes available to Receiving Party on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; (iv) was or is independently developed by Receiving Party without using any Confidential Information; or (v) is disclosed to a third person by Disclosing Party without similar restrictions. Receiving Party shall (x) protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to Receiving Party's representatives who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Each Party shall be entitled to injunctive relief for any violation of this Section 23.

24. **Force Majeure.** Dealer shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Dealer's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, an inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

25. **Assignment.** Dealer may assign all or any portion of its rights and obligations under this Agreement without notice or consent. If an assignee agrees to assume the obligations of Dealer, Customer agrees that Dealer shall be released from all further liability hereunder. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Dealer. Any purported assignment or delegation in violation of this Section 25 shall be null and void *ab initio*. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement.

26. **Data Sharing.** Data concerning equipment purchased, rented or leased from Dealer, including data as to the condition and operation of such equipment, may be collected and transmitted to the original equipment manufacturer, its affiliates and/or its dealers, including DEALER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF THE DEALER

DATA GOVERNANCE STATEMENT INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT [www.geehm.com/terms](http://www.geehm.com/terms).

27. **Notice.** All notices, requests, consents, claims, demands, waivers and other communications (each, a "Notice") must be in writing and addressed to the other Party at the address provided on Page 1, or such other address that the receiving Party has designated in accordance with this Section 27. Unless otherwise agreed to in writing, all Notices must be delivered by facsimile, e-mail, personal delivery, courier or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only on receipt by the receiving Party if the Party giving the Notice has complied with the requirements of this Section 27. Notices shall be deemed received (i) if given by facsimile or e-mail, on the date of transmission if sent prior to 3:00 p.m. (PST) on a business day and otherwise on the following business day, (ii) if by courier or personal delivery, on the date of delivery, and (iii) if by mail, two (2) days after the date of mailing.

28. **Miscellaneous.** Headings herein are for reference only and do not affect the interpretation of this Agreement. This Agreement may be executed in counterparts and delivered by electronic transmission with the same legal effect as delivery of an original fully executed copy. This Agreement may only be modified or waived by a written agreement signed by Dealer executive and Customer. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected and the provisions are declared severable. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, franchise or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The relationship between Customer and Dealer under this Agreement is intended to be that of buyer and seller. Customer is an independent contractor and neither it nor its employees, shall under any circumstances, be considered to be agents or employees of Dealer. Neither Party shall have the right to enter into contracts or commitments in the name of the other or to bind the other in any respect whatsoever. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Dealer and Customer and their respective representatives, successors and assigns. Nothing in this Agreement, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement (and all matters arising out of or relating to this Agreement) shall be governed in all respects by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum. EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL. Customer shall pay all costs Dealer may incur in enforcing or exercising its rights under this Agreement, whether or not suit is filed, including but not limited to reasonable collection costs, court costs and attorneys' fees. Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. Provisions that by their nature apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 7 (Insurance), 14 (Disclaimer of Warranties), 15 (Limitation of Liability), 22 (Indemnity), 23 (Confidentiality), 28 (Miscellaneous), 29 (Future Sale) and 31 (Prevailing Wage).

29. **Future Sales.** The terms of this Agreement will apply to all future sales by Dealer to Customer (except as to the purchase price of such items) unless such sale is governed by a separate written agreement.

30. **Entire Agreement.** This Agreement, including all related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the Equipment and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect thereto. No purchase order in connection with the Equipment shall be binding on Dealer unless accepted in writing. Any such purchase order shall create a separate contract consisting of the terms of this Agreement and any additional terms proposed by such purchase order; if the terms of such purchase order conflict with the terms of this Agreement, the terms of this Agreement shall control.

31. **Prevailing Wage.** It is the responsibility of Customer to determine whether federal, state or local prevailing wage requirements apply and to notify Dealer if prevailing wages apply. If it is later determined that prevailing wages apply, and Dealer was not previously notified by Customer, Customer agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wage. Customer further agrees to defend, indemnify and hold harmless Dealer from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including but not limited to the payment of any fines or penalties.