

PART 2. ADDITIONAL SALES INVOICE TERMS

1. Governing Terms; Order of Precedence: These terms govern the sale of goods from Louisiana Machinery Co., LLC (“Louisiana Cat”) to you, our Customer, as specified in Part 1 (Invoice Commercial Terms) of this invoice. This Part 2 is meant to be read together with the commercial provisions in Part 1, the terms of any quotation for the goods we issued, and the terms of any purchase order issued by you. But in the event of any inconsistency, the order of precedence will be as follows: the terms in Part 1; these terms; our quotation terms; and the purchase order terms to which we agreed.

2. Delivery Terms; Insurance: Unless we have specified otherwise in Part 1 or agreed otherwise, our invoice price is based upon our delivery of the goods to you according to Incoterms® 2020. Unless we have expressly agreed to do so, you will be responsible for insuring the goods in transit.

3. Payment Terms, Rights, and Obligations: A) If you fail to timely fulfill any of your payment obligations, we may take any actions we deem reasonably necessary, including without limitation: (i) suspending performance; (ii) withholding delivery and warehousing products at your expense; or (iii) canceling the sale. Any costs incurred by us as a result of your non-fulfillment will be payable by you. If we cancel the sale, you will pay us all costs we reasonably incur plus 15%. B) If you fail to timely fulfill any of your payment obligations, we will also be entitled to an extension of time for performance equaling the period of your non-fulfillment. C) We will charge interest of 1.5% per month on all overdue invoices.

4. Invoice Disputes: A) If you dispute this invoice or any portion of it, you must notify us immediately in writing. You will timely pay the undisputed portion of any disputed invoice. B) If an invoice dispute occurs, you and Louisiana Cat will attempt to agree upon the actions necessary to resolve the dispute. As soon as any agreed, corrective action has begun, you will immediately pay the disputed invoice or any balance due.

5. Limitations on Damages: Unless we have otherwise agreed, and except to the extent included within either party’s contractual-indemnity obligations, neither party will be liable to the other party for remote or speculative damages; for lost profits, lost revenue, business interruption, or other loss-of-use damages; for reputational harm; for punitive or exemplary damages; or for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into the contract that resulted in this invoice.

6. Limited Warranties and Disclaimers: A) Warranty statements for any equipment in this invoice are attached to our quotation or can be found on the manufacturers’ websites or supplied upon request. Factory-approved dealers (such as Louisiana Cat) will administer all warranty claims during the appropriate warranty period. B) The current standard, limited warranty on Caterpillar parts is twelve (12) months from the date of your purchase. We warrant our own service work against defects for a period of six (6) months after completion of our services. C) We do not manufacture products or parts we may provide in connection with our services. Any warranty on other products or parts we sell or otherwise provide to you in connection with our services will be as specified by the manufacturer of the parts. Labor associated with these claims will be charged accordingly. D) Except as provided in this Section 6, we disclaim all other express or implied warranties, including the warranty of fitness for a particular purpose, the warranty of merchantability, and the warranty against redhibitory defects.