

Services Commitment Terms & Conditions

Effective Date: 1/1/26

Last Updated:6/1/26

1. DEFINITIONS

For purposes of these Services Commitment Terms & Conditions:

“Business Day” means Monday through Friday, 7:00 AM to 5:00 PM Central Time, excluding federal holidays observed by Thompson Machinery.

“Common Repair Parts” means maintenance, wear and repair parts not already covered through warranty or an Equipment Protection Plan (EPP). Parts Inclusions/Exclusions details in Exhibit A.

“Common Repair” means a repair event typically requiring 12 labor hours or less, excluding inspections and preventive maintenance (PM) events.

“Preventing Production” means the machine cannot perform its primary intended function or operates at less than 75% of manufacturer-specified capacity due to the failure condition.

“Limiting Production” means the machine can perform its primary intended function at 75% or greater of manufacturer-specified capacity, but performance is reduced from normal operational levels.

“Machine Made Available” means the machine is physically accessible to Thompson Machinery personnel, operationally ready for service (fueled, positioned safely), and Customer has provided all necessary access permissions and safety briefings.

“Valid SN” means a machine serial number that: (a) corresponds to an active CVA agreement with Thompson Machinery effective on or after January 1, 2026 and registered in Caterpillar’s Foresight system; (b) qualifies under CAT’s SC2.0 program eligibility requirements including CAT GCI/BCP machines for CI customers; (c) excludes EP products, ASSCs, and Work-Tool repairs; and (d) has no outstanding past-due amounts under the associated CVA.

“CI Customers” means general construction and agriculture customers that own CAT CI products as defined below.

“CI Products” means CAT GCI/BCP machines

2. BACK TO WORK PARTS GUARANTEE

2.1 Eligibility. Valid on all Thompson Machinery Customer Performed, Thompson Machinery Performed, and Loyalty agreements CVAs effective on or after January 1, 2026, registered in Caterpillar's Foresight system, and meeting CAT's SC2.0 program eligibility criteria when Valid SN is provided at time of order. Eligible for GCI/BCP machines for CI customers. Excludes EP products, ASSCs, and Work-Tool repairs even if the machine has a CVA with labor.

2.2 Covered Parts. Valid on Common Repair Parts only. See attached Exhibit A that references the official list of CAT parts that are included.

2.3 Transaction Types. Valid on over-the-counter and online transactions when Valid SN is provided at time of order.

2.4 Guarantee Period.

Start Time: 5:00 PM Central Time on the Business Day following the date Customer establishes parts need.

Stop Time: When Thompson Machinery makes parts available for Customer pickup, ships parts via Thompson Machinery shuttle network, or delivers via third-party courier (based on tracking confirmation).

2.5 Credit Amount. Customer receives value of qualifying parts order (maximum \$1,000 per occurrence) in the form of Cat Credits upon failure to meet guarantee period. Cat Credits are valid for two years from issuance, issued within one month, and can be used for parts, service, work tools, rentals, and purchases from authorized Thompson Machinery vendors but cannot be used for new machine sales.

3. BACK TO WORK SERVICE GUARANTEE

3.1 Eligibility. Valid on all Thompson Machinery Performed CVAs with dealer labor effective on or after January 1, 2026 and registered in Caterpillar's Foresight system. Not valid on Thompson Machinery Basic CVAs or CVAs without dealer performed labor. Excludes EP products, ASSCs, and Work-Tool repairs even if the machine has a CVA with labor. Service Commitment is valid only within Thompson Machinery's service territory where the CVA was registered.

3.2 Guarantee Period. 48-hour guarantee or such other timeframe as mutually agreed between the parties applies to Common Repairs only (repairs typically requiring 12 labor hours or less) for shop and field service calls, calculated in Business Days only. Inspections and preventive maintenance (PM) events are excluded. Each service event must include a committed completion date communicated to Customer. Where the parties

have agreed to an alternative timeframe, such agreed timeframe shall supersede the 48-hour guarantee and become the binding commitment for that service event.

3.3 Clock Start/Stop Times:

Field Service Start: When Customer authorizes the service. Customer authorization means the Customer has acknowledged the need for the service, agreed to the associated costs, and authorized Thompson Machinery to proceed.

Field Service Stop: When Thompson Machinery notifies Customer that machine is operationally ready and Preventing Production issue is resolved.

Shop Service Start: When Customer makes Thompson Machinery aware that machine was dropped off and is available in the yard for service.

Shop Service Stop: When Thompson Machinery designates machine as ready for pickup and notifies customer.

3.4 Service Standards. Back to Work guarantee covers resolution of Common Repairs (typically requiring 12 labor hours or less) that are Preventing Production only. Inspections and preventive maintenance events are excluded. Thompson Machinery is not responsible for achieving 100% productivity or resolving issues that are Limiting Production but not Preventing Production. Repairs under warranty, EPP, or service letters qualify for the 2-day commitment.

3.5 Credit Limitations. Customer may receive either a parts credit or a service credit per work order, not both. Cat Credits of \$1,000 are issued within 1 month of when service completion commitment is not met, valid for two years, and can be used for parts, service, work tools, rentals, and purchases from authorized Thompson Machinery vendors but cannot be used for new machine sales. Caterpillar's participation for Parts and Service credits is capped as notified to Thompson Machinery.

4. EXCLUSIONS

4.1 Operator Error or Abuse. Back to Work guarantees do not apply when issues stem from operator error or machine abuse, as determined by Thompson Machinery based on physical inspection and documented evidence. Examples include: operation outside manufacturer specifications, failure to perform required maintenance, unauthorized modifications, or operation with contaminated fluids.

4.2 Deferred Maintenance. Thompson Machinery reserves the right to deny Back to Work credits if Customer failed to complete repairs recommended in writing by Thompson Machinery's Condition Monitoring Analyst within the preceding 90 days, provided such

recommendations were directly related to the current failure. Additionally, Thompson Machinery must have performed the last preventative maintenance (PM) service interval; customers who performed their own PM service may be excluded from guarantee coverage. Parts already covered under manufacturer warranty or Equipment Protection Plan (EPP) are excluded from Parts Guarantee, though machines under warranty or EPP remain eligible for Service Completion Guarantee.

4.3 Access and Communication. Customer must provide Machine Made Available within 1 hour of service request and communicate all known failure symptoms, recent operating conditions, and safety hazards. Failure to provide required access or communication will void guarantee for that occurrence.

4.4 Exclusionary List. Customers on Thompson Machinery's exclusionary list are ineligible for Back to Work benefits. Customers may be placed on exclusionary list for: (a) fraudulent claims or misrepresentation; (b) repeated violations of safety protocols; (c) intentional damage to Thompson Machinery property; or (d) harassment or threats toward Thompson Machinery personnel. Thompson Machinery will provide 30-day written notice before adding Customer to exclusionary list and opportunity to cure first-time violations within such notice period.

4.5 Digital Equipment Management. Back to Work guarantees are contingent upon Customer's active participation in Digital Equipment Management. Customer must: (i) log in to CAT Central or VisionLink utilizing their CWS ID within 30 days of machine delivery, (ii) log in at least once per quarter (every 3 months) thereafter, and (iii) ensure the asset remains connected and reporting accurately. Failure to maintain active Digital Equipment Management participation will void guarantee eligibility. This requirement ensures Customer's involvement in the partnership to maximize uptime of their asset.

4.6 Machine Serial Number Registration. Machine serial number must be provided and entered by Customer at time of purchase for Parts and Back to Work guarantees to apply.

5. CLAIMS PROCESS

5.1 Automatic Processing. Parts and Service guarantee credits are automatically generated when guarantee periods are not met.

5.2 Claim Limitations. Maximum of 3 Service Back to Work credits per machine per calendar year. In addition, total Back to Work Service credits per Customer shall not exceed 25 credits per calendar year across all machines. Thompson Machinery may, in its sole discretion, approve additional Service credits beyond the customer-level limit. Service credits exceeding the customer-level annual limit will be denied with no carryover or future entitlement.

5.3 Claim Review. Disputed claims will be reviewed by Thompson Machinery service manager within 15 Business Days. Customer may request escalation to regional manager within 10 Business Days of initial determination.

6. GENERAL PROVISIONS

6.1 Warranty Interaction. Back to Work guarantees supplement but do not replace manufacturer warranty remedies. Customer may pursue both warranty repairs and Back to Work credits for same occurrence.

6.2 Force Majeure and Adverse Weather Conditions. Thompson Machinery's obligations under these guarantees are suspended during Force Majeure events. In addition, Thompson Machinery's Back to Work guarantee obligations, including parts shuttle delivery and field service technician dispatch, shall be tolled during Adverse Weather Conditions. "Adverse Weather Conditions" means snow, ice, freezing rain, flooding, fog, high winds, or other weather conditions that Thompson Machinery reasonably determines make travel unsafe or impracticable for shuttle truck operations or service technician travel, regardless of whether such conditions constitute a Force Majeure event. Guarantee periods shall be tolled for the duration of the Adverse Weather Condition plus a reasonable recovery period as determined by Thompson Machinery. Thompson Machinery will use commercially reasonable efforts to notify Customer of weather-related delays when practicable; however, such notification is not a condition precedent to tolling and failure to provide notice shall not affect Thompson Machinery's right to toll guarantee periods under this Section.

6.3 Geographic Limitations. Guarantees apply only to Thompson Machinery's Caterpillar operating territory.

6.4 Modification. Thompson Machinery reserves the right to modify these terms with 90 days written notice to Customers with active CVA agreements.

6.5 CVA Registration Requirements. All qualifying CVAs must be registered in Caterpillar's Foresight system and meet CAT's SC2.0 program minimum definition. Thompson Machinery may utilize Cat Interact or alternative digital communication platforms that enable two-way communication and connect to Cat systems via Cat Interact API. If machine moves outside Thompson Machinery's service territory, continued eligibility is dependent on registration of a new CVA with the receiving dealer.

6.6 Technical Analysis (TA) Inspection Requirements. Annual TA inspection must take place from November through April and must be brought to a Thompson Machinery shop location for the inspection to be provided at no charge. Field service may be utilized for TA

inspections but additional charges will apply. Thompson Machinery may, in its sole discretion, approve TA inspections completed outside the November-April window.

6.7 Non-Transferable Benefits. CVA benefits have no cash value and are non-transferable. Benefits terminate immediately upon machine transfer, sale, or disposal and cannot be redeemed for cash value.

6.8 Limitation of Liability. In no event shall Thompson Machinery be liable to Customer or any third party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to lost profits, lost revenue, business interruption, loss of use, loss of data, loss of business opportunity, cost of replacement equipment or services, loss of contracts, or cost of capital, regardless of the legal theory upon which such damages are sought and regardless of whether such damages were foreseeable or whether Thompson Machinery has been advised of the possibility of such damages. Thompson Machinery's total aggregate liability arising out of or related to these Terms and Conditions, whether based on contract, tort, negligence, strict liability, or any other legal theory, shall not exceed one thousand dollars (\$1,000) per occurrence. These limitations shall apply regardless of the form of action and shall apply even if any limited remedy provided herein fails of its essential purpose. With respect to any failure by Thompson Machinery to meet the Back to Work guarantee periods set forth in Sections 2 and 3, the issuance of Cat Credits constitutes Customer's sole and exclusive remedy, and Customer hereby waives any right to seek monetary damages, injunctive relief, specific performance, or any other form of relief for such guarantee failures. The limitations, exclusions, and waivers set forth in this Section are fundamental elements of the bargain between the parties and shall be enforced to the maximum extent permitted by applicable law. If any court of competent jurisdiction determines that any limitation set forth herein is unenforceable, such court shall enforce such limitation to the maximum extent permitted by law, and the remainder of this Section shall remain in full force and effect.

6.9 Data and Privacy. Data and Privacy. Thompson Machinery Inc. and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Thompson Machinery Parties"), collect and share information relating to products, services and customers as detailed in Thompson Machinery's Privacy Policy and applicable manufacturers' statements located at <http://thompsonmachinery.com/privacy-policy/>, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information such as machine locations, operating hours, health of equipment, and basic utilization (collectively

"Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Thompson Machinery Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving our products, or compliance with legal obligations. Customer understands that the Telematics or other tools, as applicable, may have been activated on such products by Thompson Machinery or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing and disclosure of such information by Thompson Machinery Parties in accordance with the terms of this Agreement, Thompson Machinery's Privacy Policy, and applicable manufacturers' statements.

Services Commitment Parts Inclusion / Exclusion Details



Which parts are included?

Maintenance (filters and belts) and Common Repair Parts including >100K parts that customers typically need to get their equipment back up and running.

Full Coverage (minus Yellowmark)		No Coverage	
DT Components	Brakes-friction material-plates DT bearings Non-overhaul DT	Fuel Systems	Nozzles and injectors Fuel and oil pumps
Electronics	Competitive electronics Starters and alternators Advanced electronics Aftermarket enhancement products Integrated electronics	GET	Bucket cutting edges and protection MTG cutting edges Paving wear parts Retention Ripper / scarifier Tips and teeth
Engine Overhaul	Engine gasket and bearings Hardware and fasteners Small engine parts	Hose and Couplings	All
External Engine	Aftertreatment components Fuel and oil pumps Radiator groups and parts Non-overhaul components Water pumps Spark plugs Vee belts	Hydraulic Cylinders and Rods	All
Filters	Air filters Liquid filters	Hydraulic Valves & Other Hydraulic Piece Parts	All
		Pumps and Motors	All
		Seals, Tubes and Hardware	All
		Structural components	Safety
		Turbochargers	All
		Undercarriage	Major moving UC (minus most link assemblies and track groups) Rubber UC and tires
			<i>Planned replacement/overhaul parts, non-mechanical parts, highly customized parts</i>
DT Components		DT Components	DT housings and cases DT major components Reman major components DT
Electronics		Electronics	E&T upgrade and machine electric drive Machine price list
Engine Overhaul		Engine Overhaul	Cylinder heads and pieces Cylinder packs and pieces Overhaul components
Replacement Engines		Replacement Engines	Replacement engine, long & short blocks
Structural		Structural	Dealer service tools Hand tools Major structural; minor structural Operator environment
Undercarriage		Undercarriage	Full track groups and link assemblies
GET		GET	Work tool parts Adapters and base edges

- Excludes inventory and bulk orders and parts such as track groups and assemblies, blocks and piston packs, non-mechanical brackets and fenders.
- Based on TDA PPCs.