

HOLT TEXAS LTD (HOLT), 3302 South W. W. White Road, San Antonio, TX 78220 Phone:(800) 275-4658

CUSTOMER	HOPKINS COUNTY AUDITORS OFC PCT 2			
STREET ADDRESS	PO BOX 288	<SAME>		
CITY/STATE	SULPHUR SPRINGS, TX	COUNTY/COUNTRY	HOPKINS (611), UNITED STATESH	
POSTAL CODE	75483-0288	PHONE NO.	903 438 4011	
CUSTOMER CONTACT:	EQUIPMENT	MIKE ODELL		
	PRODUCT SUPPORT	MIKE ODELL		
INDUSTRY CODE:	COUNTY GOVERNMENT (PS92)	PRINCIPAL WORK CODE		
CUSTOMER NUMBER	0581202	Sales Tax Exemption # (if applicable) - TYPE: N/A	CUSTOMER PO NUMBER	LKE (Yes / No)
		TAX/EX CO-GOVT		
PAYMENT TERMS: (Payment Terms are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES
CASH WITH ORDER	N/A	BALANCE TO FINANCE	N/A	CONTRACT INTEREST RATE N/A
				RELEASE NUMBER

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR INC	MODEL: 140M3	YEAR: 2015			
ID NUMBER: HLK023931	SERIAL NUMBER: 0N9D00378	SMU: 7			
140M3 MOTOR GRADER	384-8605	PRODUCT LINK, CELLULAR PL522	361-3107	ROLL ON-ROLL OFF	0P-2265
LANE 3 ORDER	0P-9003	ACCUGRADE READY	394-3913		
GLOBAL ARRANGEMENT	385-9294	TIRES, 17.5R25 BS VKT 1* MP	252-0775		
MOLDBOARD, 14' PLUS	349-3048	GUARD GP, HITCH	323-6970		
RIPPER-SCARIFIER, REAR	324-0889	LANGUAGE, ENGLISH	386-1254		
TOOTH, RIPPER	8J-1434	DECALS, ENGLISH (U.S.)	442-9940		
WEATHER, STANDARD	353-3316	ANTIFREEZE WINDSHIELD WASHER	0P-1939		
ACCUMULATORS, BLADE LIFT	358-9338	LIGHTS, WORKING, PLUS	395-1967		
PRECLEANER, NON SY-KLONE	380-6774	TRANSMISSION, AUTOSHIFT	396-3515		
BASE + 1 (RIP)	385-8094	LIGHTS, SERVICE, INTERNAL	380-3070		
STARTER, ELECTRIC, HEAVY DUTY	394-3945	CAMERA, REAR VISION	396-3921		
LIGHTS, FRONT HEADLIGHTS, LOW	309-9879	MIRRORS, OUTSIDE MOUNTED	233-3295		
CAB, PLUS (STANDARD GLASS)	385-9554	GUARD, TRANSMISSION	366-2459		
CAB, PLUS (INTERIOR)	397-7457	PUSH PLATE, COUNTERWEIGHT	367-6842		
SEAT BELT	394-1492	PREPARATION FOR INSPECTION	0P-2046		

**TRADE-IN EQUIPMENT**

MODEL: 140M2 - CATERPILLAR INC(AA)	YEAR: 2012	SN: M9D1103
PAYOUT TO:	AMOUNT:	PAID BY: Dealer
MODEL:	YEAR:	SN:
PAYOUT TO:	AMOUNT:	PAID BY:
MODEL:	YEAR:	SN:
PAYOUT TO:	AMOUNT:	PAID BY:
MODEL:	YEAR:	SN:
PAYOUT TO:	AMOUNT:	PAID BY:

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

**TERMS OF SALE**

Sell Price	\$277,000.00
Less Gross Trade	(\$220,000.00)
Allowance	
<b>Sub Total</b>	<b>\$57,000.00</b>
HET (0.2146%)	\$122.32
<b>Total</b>	<b>\$57,122.32</b>

**DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:**  
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

**OTHER TERMS AND CONDITIONS**  
ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

**EQUIPMENT WARRANTY**

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

36MONTH/3000HOURS-POWERTRAIN & HYDRAULIC WARRANTY

INITIAL

CSA:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Jun 02, 2015  
Derek Cooper(141)  
ORDER RECEIVED BY  
SALES MANAGER  
SIGNATURE  
TITLE

Date  
HOPKINS COUNTY AUDITORS OFC PCT 2  
CUSTOMER  
By *Mike Odell*  
SIGNATURE  
TITLE

- 1. AGREEMENT:** This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.
- 2. TITLE TO EQUIPMENT:** Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.
- 3. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 4. TAXES:** Customer shall promptly pay all taxes, fees, 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.
- 5. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.
- 6. 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. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.
- 7. SECURITY AGREEMENT:** Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.
- 8. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 9. REMEDIES ON DEFAULT:** In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.**
- 11. ASSIGNMENT:** HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to HLKE, Inc. No assignee of HOLT, including HLKE, Inc., as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.
- 12. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.
- 13. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.
- 14. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: [http://www.cat.com/en\\_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html](http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html). **Right to a jury trial is hereby waived by all parties.**
- 15. ARBITRATION:** Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.



Austin • Corpus Christi • Dallas • Fort Worth • Laredo • Longview • San Antonio • Texarkana • Tyler • Victoria • Waco • Weslaco

Repurchase agreement HOLT CAT offers to:

Agency: HOPKINS COUNTY PCT 2
Machine: Cat 140M3
Repurchase Term: 3 Years / 1500 Hours Limit
Repurchase Amount: \$250,000.00

Conditions of this agreement are that HOLT CAT will be notified in writing at least 30 days prior to the machine being presented for repurchase. Machine will be in running condition with normal wear and tear allowed. Vehicle will be returned with new tires. Repairs necessary due to misuse, neglect, abuse or damage caused by fire, theft, storms or vandalism will be repaired and are the responsibility of the customer and will be completed prior to any repurchase.

HOLT CAT

By:
Title:
Date:

CUSTOMER

By: [Signature]
Title:
Date:

# VALUE ASSURANCE EXTENDED WARRANTY (powertrain/hydraulics)

Warranty is offered by CAT INSURANCE WARRANTY

VOL 025

These guarantees apply to:

Caterpillar® model 140M3  
 S/N N9D00378  
 Delivered To \_\_\_\_\_  
 Delivery Date \_\_\_\_\_

## General Conditions and Limitations

- Replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed.
- The machine may not be altered or modified in any manner which affects the mechanical operation as designed by Caterpillar, Inc.
- Machine repairs necessitated by misuse, abuse, negligence or use of the machine beyond its rated capacities are not covered.
- Machines which have been substantially damaged by collision, accident, flood, fire, vandalism or similar occurrence are not covered.
- Delays resulting from strikes (Caterpillar, dealer, supplier or carrier), acts of God or other occurrences beyond dealer's reasonable control are not covered.
- Machines physically located outside of the Dealer's service territory are not covered.
- Failure by owner or operator to perform required service and maintenance as defined by Manufacturer's Warranty voids coverage on said equipment.
- Machine transportation costs to and from the designated facility will be the customer's responsibility.
- These guarantees are made by the named Caterpillar dealer exclusively and are not binding on Caterpillar, Inc. or any other Caterpillar dealer.
- This extended warranty may not be transferred.

Dealer provides the following guarantees on this registered Caterpillar machine commencing at the end of Caterpillar, Inc.'s Standard limited warranty and expiring when the machine reaches 36 months from delivery date as listed above, or 3000 operating hours, whichever comes first.

## EXTENDED POWERTRAIN/HYDRAULIC WARRANTY

The following power train and hydraulic components are warranted to be free from defects in material and workmanship during the extended limited period:

- Engine (excluding radiator, alternator, starter, compressor and other attachments)
- Torque converter
- Transmission
- Drive shafts
- Universal joints
- Differential
- Transfer gear groups
- Drive axles
- Drive pumps
- Drive motors
- Pinion and bevel gears
- Steering clutches
- Steering brakes

Oil Sampling Intervals	
Engine	250 hrs
All other compartments	500 hrs

Final drive gear trains (up to, but not including the sprockets)  
 Hydraulic pumps and motors (not including lines, hoses and fittings)  
 This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All warranty repairs must be performed at a location designated by Dealer. All machine transportation costs or field service travel expenses to and from this location shall be paid by you. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement or service or wear items.

Holt Scheduled Oil Sampling (SOS) is included at no charge with this warranty. You are responsible for taking oil samples and returning them to Holt at the intervals designated on this form or you will forfeit your coverage under this limited warranty.

Caterpillar, Inc. conducts Product Improvement Programs to improve machines sold to users. In the event a machine enrolled in "VA" is subject to such a program, the extended warranty will not apply to the improvement; however, Dealer will endeavor to schedule such product improvement at the user's convenience.

REMEDIES UNDER THE EXTENDED WARRANTY ARE LIMITED TO REPAIRS SPECIFICALLY PROVIDED. DEALER SHALL IN NO EVENT BE LIABLE FOR ANY OTHER LOSSES, DAMAGES, COSTS OR EXPENSES CLAIMED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS FROM FAILURE OF THE MACHINE TO OPERATE FOR ANY PERIOD OF TIME, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ALL PERSONAL INJURY AND PROPERTY DAMAGE DUE TO ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY LEGAL THEORY WHATSOEVER. THE EXTENDED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY DEALER WHETHER EXPRESSED OR IMPLIED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEALER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.

I understand and agree with the above stated "VA" Limited Warranty

HOPKINS COUNTY PCT. 2

Company

*Mike Edley*  
 Authorized Signature

Date

Customer Initial \_\_\_\_\_

Effective with sales to the first user on or after January 1, 2010

# CATERPILLAR LIMITED WARRANTY

## Earthmoving, Construction, Material Handling, Forestry Products, and Paving Product Machines For Selected Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty

(USA and Canada)

Caterpillar warrants the following products sold by it and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers to be free from defects in material and workmanship.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry products, and paving product machines designated by Caterpillar as having 12 month/unlimited hour warranty. See your Caterpillar dealer for a complete listing of covered models.
- New engines used as replacements in such Caterpillar product.
- Attachments installed on such machines prior to delivery (unless covered by the Caterpillar Work Tool warranty statement or another manufacturer's warranty).

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Caterpillar brand batteries, Mobil-trac belts or Caterpillar Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

For new machines and attachments, the warranty period is 12 months/unlimited hours, starting from date of delivery to the first user.

For new replacement engines, the warranty period is 6 months, starting from date of delivery to the first user.

### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Caterpillar dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal and installation is the user's responsibility.

### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.

- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.

(continued on reverse side...)

*X. Mark Coley*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

As used in this warranty, the term "Caterpillar" means Caterpillar Inc., or one of its subsidiaries, except Caterpillar S.A.R.L., Caterpillar France S.A., Caterpillar (U.K.) Limited, or Caterpillar Belgium S.A., whichever last sold the product involved.

*M. Le Deed*