



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

REGINA
BOX 98
110 KRESS STREET
REGINA, SK S4P 2Z5-
(306)721-9710

REPRINT

INVOICE NO

204-10747

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

GST-SEE BELOW

BILL TO

WATTEYNE TRUCKING CO.
BOX 490
LAFLECHE, SK S0H 2K0-
T>348

OWNER

WATTEYNE TRUCKING
BOX 490
LAFLECHE, SK SOH-2KO
GERARD WATTEYNE - 306 472-7956

PAGE 1 OF 5

*** CASH ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-JAN-2014	.	15-MAY-2007	ISX 530		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
4725564		08-JAN-2014	79218184	8518	W900
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
80306	0878		680138		308

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1XKWD69X9YR958874

COMPLAINT COOLANT LEAKS
PRESSURIZING
WHITE SMOKE

CAUSE DSID#DSBDF0102
COUNTERBORE OUT OF SPEC BETWEEN #3 AND #4
INJECTOR CUP ON #1 SUSPECT.

CORRECTION PERFORM JOB SAFETY ASSESSMENT (JSA)
ENGINE - DIAGNOSTIC ROAD TEST
STEAM CLEAN - COMPLETE ENGINE
INSITE - USE DURING TROUBLESHOOTING SIGNATURE ENGINES
FOUND COUNTS OF HIGH COOLANT TEMP,
STARTED EDS DSID#DSBDF0102
COOLING SYSTEM PRESSURE- TEST
COOLING SYSTEM - CHECK
TROUBLE SHOT CODE 2963 FOUND THE COOLANT SYSTEM IS PRESSURIZING
WITH COMBUSTION GAS
COOLING SYSTEM DIAGNOSTICS - COMBUSTION GAS LEAK TEST
RADIATOR - REMOVE AND INSTALL (PART OF ANOTHER REPAIR)
AIR CLEANER ASSEMBLY - REMOVE AND INSTALL, EACH
AIR CONDITIONER COMPRESSOR AND BRACKET - REMOVE AND INSTALL
AIR CONDITIONER CONDENSER - MOVE FOR ACCESS
CYLINDER HEAD REMOVE AND INSTALL - WITH EGR. REPLACE WITH RECON
SENT HEAD OUT TO BE CHECKED. #1 INJECTOR CUP SUSPECT.
REMOVE TURBO AND EXH MANIFOLD TO ACCESS EGR COOLER
REMOVE COOLER AND PRESSURIZE OK
REMOVE AND INSTALL - OIL PUMP
CHECK THE OIL PUMP AND FOUND THE OIL PICK UP TUBE INLET WAS WORN
BAD
INSTALLED NEW MAIN AND ROD BEARINGS
CLEANED UP THE BLOCK AND CHECK THE LINER HEIGHT. FOUND LINER HEIGHT

GST NUMBER - 88788 0904

TERMS: FOB Point of Origin, NET 30 DAYS FROM DATE OF PURCHASE. I/we hereby agree to accept title and risk of loss at the time of the shipment and acknowledge the indebtedness of this invoice. If the balance due isn't paid within credit terms, I agree to pay interest at 1.5%/month (19.6%/annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") 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 Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

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 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. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins 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, invitees, 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.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number 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 EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. 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 directly.

6. **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 use best efforts to meet estimated dates, but 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, including any 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, or labour disputes.

7. **LIMITED WARRANTIES.**

a. 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.

b. Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer 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.

c. 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.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 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; and (iii) Cummins has determined that there is a Warrantable Defect. 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 warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attach to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed 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 and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. 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 other 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.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. 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 enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

REGINA
BOX 98
110 KRESS STREET
REGINA, SK S4P 2Z5-
(306)721-9710

REPRINT

INVOICE NO

204-10747

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

GST-SEE BELOW

BILL TO

WATTEYNE TRUCKING CO.
BOX 490
LAFLECHE, SK S0H 2K0-
T>348

OWNER

WATTEYNE TRUCKING
BOX 490
LAFLECHE, SK SOH-2KO
GERARD WATTEYNE - 306 472-7956

PAGE 2 OF 5

*** CASH ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-JAN-2014	.	15-MAY-2007	ISX 530		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
4725564		08-JAN-2014	79218184	8518	W900
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
80306	0878		680138		308

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1XKWD69X9YR958874

DIFFERENCE BETWEEN 3 AND 4 OUT OF SPEC.
CYLINDER BLOCK - MACHINE COUNTERBORE DEPTH FOR SHIMS, ALL
CUT COUNTER BORES FOR 0.020 SHIMS. LINER PROTRUTION IS NOW 0.014
GEAR HOUSING, FRONT - REMOVE AND INSTALL
CHECK AND FOUND IT IS ERODED BAD AND CANNOT BE REUSED,
HAD TO CUT OFF THE BOLTS FOR THE FRONT ENGINE MOUNT ONCE THE
MOUNTS WERE OFF FOUND THE CROSSMEMBER THE ENGINE SETS ON IS
WORN BAD FROM THE OLD MOUNTS BEING LOOSE QUOTED FOR A NEW
MOUNT
REPLACED THE FRONT ENGINE CROSS MEMBER
CALABRATED THE ECM FOR 565HP AND 1850FT*LB
AB10351.23 TO AB10352.23
PROGRAMMABLE PARAMETERS - READ AND ADJUST
ROAD TEST AND CHECK OVER. OK.

COVERAGE CUSTOMER BILLABLE / WARRANTY NOT APPLICABLE.

PRODUCT COVERAGE
BASE WARRANTY DETAILS
MONTHS :24 ,MILES :250000 ,KILOMETERS :402336 ,HOURS :6250
EXT COMP WARRANTY DETAILS
MONTHS :60 ,MILES :500000 ,KILOMETERS :804672 ,HOURS :12500

1	1	4962732RX	HEAD, CYL ISX	DRC	5,628.28	3,389.54	3,389.54
				WPG			
1	1	3412280D	CORE, HEAD,CYL SIG. 600	CLEAN	1,320.00	1,320.00	1,320.00
-1	-1	3412280D	HEAD,CYL SIGNATURE 600	DIRTY	1,320.00	1,320.00	- 1,320.00
2	2	VC70509	PREMIUM BLUE OIL 5L	VALVOLINE	29.73	28.50	57.00
8	8	CC36073-X	OAT	FLG	46.35	37.32	298.56
2	2	506572	BRAKE PTS CLNR SPRAY 368G	VALVOLINE	3.77	3.69	7.38

GST NUMBER - 88788 0904

TERMS: FOB Point of Origin, NET 30 DAYS FROM DATE OF PURCHASE. I/we hereby agree to accept title and risk of loss at the time of the shipment and acknowledge the indebtedness of this invoice. If the balance due isn't paid within credit terms, I agree to pay interest at 1.5%/month (19.6%/annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

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2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins 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, invitees, 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.

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6. **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 use best efforts to meet estimated dates, but 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, including any 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, or labour disputes.

7. **LIMITED WARRANTIES.**

a. 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.

b. Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer 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.

c. 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.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 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; and (iii) Cummins has determined that there is a Warrantable Defect. 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 warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attain to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed 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 and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. 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 other 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.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. 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 enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

REGINA
BOX 98
110 KRESS STREET
REGINA, SK S4P 2Z5-
(306)721-9710

REPRINT

INVOICE NO

204-10747

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

GST-SEE BELOW

BILL TO

WATTEYNE TRUCKING CO.
BOX 490
LAFLECHE, SK S0H 2K0-
T>348

OWNER

WATTEYNE TRUCKING
BOX 490
LAFLECHE, SK SOH-2KO
GERARD WATTEYNE - 306 472-7956

PAGE 3 OF 5

*** CASH ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-JAN-2014	.	15-MAY-2007	ISX 530		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
4725564		08-JAN-2014	79218184	8518	W900
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
80306	0878		680138		308

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1XKWD69X9YR958874						
1		1	KLF907	WHITE GREASE	OTHER	8.83	8.83	8.83
1		1	60921	RETAINING COMPOUND	OTHER	13.39	13.39	13.39
1		1	3163075	PAINT	CECO	32.84	12.08	12.08
1		1	3164067	SEALANT	CECO	33.84	17.96	17.96
1		1	4059393	HOUSING,GEAR	CECO	1,309.32	637.51	637.51
1		1	4985562	GASKET,GEAR HOUSING	SSK	145.87	79.91	79.91
1		1	3688114	PLUG,GEAR COVER	CECO	13.09	7.18	7.18
2		2	3822507	OIL,ENGINE	VALVOLINE	100.81	100.81	201.62
2		2	EHC20LT	ENVIRONMENTAL CHARGE	NONSTOCK	2.00	2.00	4.00
1		1	LF9070	PAC, LF	FLG	106.00	72.00	72.00
1		1	EHC>203MM	ENVIRONMENTAL CHARGE	NONSTOCK	1.00	1.00	1.00
1		1	4309131	KIT,OVERHAUL	CECO	8,312.67	5,137.66	5,137.66
6		6	5298564	SHIM	CECO	81.85	47.22	283.32
1		1	186780	SEAL,THERMOSTAT	CECO	28.25	15.54	15.54
1		1	4318947	THERMOSTAT	CECO	109.13	42.38	42.38
1		1	2891940	TENSIONER,BELT	CECO	437.41	270.34	270.34
1		1	3682229	PULLEY,IDLER	CECO	129.20	79.85	79.85
10		10	X 0283000	TIE	OTHER	.11	.11	1.10
10		10	X 0283300	TIE	OTHER	.44	.44	4.40
1		1	4309500NX	KIT,LUBE PUMP	DRC	833.49	588.18	588.18
1		1	3685865D	KIT, LUBE PUMP	CLEAN	300.00	300.00	300.00

GST NUMBER - 88788 0904

TERMS: FOB Point of Origin, NET 30 DAYS FROM DATE OF PURCHASE. I/we hereby agree to accept title and risk of loss at the time of the shipment and acknowledge the indebtedness of this invoice. If the balance due isn't paid within credit terms, I agree to pay interest at 1.5%/month (19.6%/annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") 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 Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

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 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. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins 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, invitees, 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.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number 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 EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. 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 directly.

6. **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 use best efforts to meet estimated dates, but 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, including any 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, or labour disputes.

7. **LIMITED WARRANTIES.**

a. 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.

b. Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer 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.

c. 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.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 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; and (iii) Cummins has determined that there is a Warrantable Defect. 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 warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attach to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

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14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. 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 other 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.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. 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 enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

REGINA
BOX 98
110 KRESS STREET
REGINA, SK S4P 2Z5-
(306)721-9710

REPRINT

INVOICE NO

204-10747

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

GST-SEE BELOW

BILL TO

WATTEYNE TRUCKING CO.
BOX 490
LAFLECHE, SK S0H 2K0-
T>348

OWNER

WATTEYNE TRUCKING
BOX 490
LAFLECHE, SK SOH-2KO
GERARD WATTEYNE - 306 472-7956

PAGE 4 OF 5

*** CASH ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-JAN-2014	.	15-MAY-2007	ISX 530		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
4725564		08-JAN-2014	79218184	8518	W900
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
80306	0878		680138		308

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1XKWD69X9YR958874						
-1	-1	3685865D		KIT, LUBE PUMP	DIRTY	300.00	300.00	- 300.00
1	1	VC70509		PREMIUM BLUE OIL 5L	VALVOLINE	29.73	28.50	28.50
1	1	EHC5LT		ENVIRONMENTAL CHARGE	NONSTOCK	.50	.50	0.50
2	2	3687058		NOZZLE,PISTON COOLING	CECO	42.30	11.08	22.16
1	1	3886396		6.2 CALIBRATION FLT REG.	CECO	146.37	96.67	96.67
1	1	PRESSURE TEST		PRESSURE TEST HEAD	NONSTOCK	417.43	417.43	417.43
1	1	FS1000		PAC, FS	FLG	28.06	21.37	21.37
1	1	EHC>203MM		ENVIRONMENTAL CHARGE	NONSTOCK	1.00	1.00	1.00
1	1	FF2200		PAC, FF	FLG	36.30	27.03	27.03
1	1	EHC>203MM		ENVIRONMENTAL CHARGE	NONSTOCK	1.00	1.00	1.00
2	2	AF25248		Pac, AF	FLG	149.26	108.51	217.02
1	1	3104392		GASKET,VALVE COVER	CECO	92.06	50.60	50.60

PARTS:	12,114.01
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	12,114.01
SURCHARGE TOTAL:	0.00
LABOR:	9,928.00
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	9,928.00
MISC.:	90.04
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	90.04

GST NUMBER - 88788 0904

TERMS: FOB Point of Origin, NET 30 DAYS FROM DATE OF PURCHASE. I/we hereby agree to accept title and risk of loss at the time of the shipment and acknowledge the indebtedness of this invoice. If the balance due isn't paid within credit terms, I agree to pay interest at 1.5%/month (19.6%/annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") 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 Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

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 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. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins 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, invitees, 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.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number 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 EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. 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 directly.

6. **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 use best efforts to meet estimated dates, but 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, including any 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, or labour disputes.

7. **LIMITED WARRANTIES.**

a. 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.

b. Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer 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.

c. 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.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 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; and (iii) Cummins has determined that there is a Warrantable Defect. 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 warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attain to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

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14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. 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 other 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.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. 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 enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

REGINA
BOX 98
110 KRESS STREET
REGINA, SK S4P 2Z5-
(306)721-9710

REPRINT

INVOICE NO

204-10747

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

GST-SEE BELOW

BILL TO

WATTEYENE TRUCKING CO.
BOX 490
LAFLECHE, SK S0H 2K0-
T>348

OWNER

WATTEYNE TRUCKING
BOX 490
LAFLECHE, SK SOH-2KO
GERARD WATTEYENE - 306 472-7956

PAGE 5 OF 5

*** CASH ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-JAN-2014	.	15-MAY-2007	ISX 530		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
4725564		08-JAN-2014	79218184	8518	W900
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
80306	0878		680138		308

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1XKWD69X9YR958874

CWC ENVIRO FEES	8.76
C-CWC SHOP SUPPLIES	26.28
FREIGHT	55.00
GST	1,106.60
SASK TAX	1,106.60

You saved \$7,304.19 on your parts.

GST NUMBER - 88788 0904

TERMS: FOB Point of Origin, NET 30 DAYS FROM DATE OF PURCHASE. I/we hereby agree to accept title and risk of loss at the time of the shipment and acknowledge the indebtedness of this invoice. If the balance due isn't paid within credit terms, I agree to pay interest at 1.5%/month (19.6%/annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

SUB TOTAL: 22,132.05

TOTAL TAX: 2,213.20

TOTAL AMOUNT: CA \$ 24,345.25

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") 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 Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

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 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. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins 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, invitees, 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.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number 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 EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. 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 directly.

6. **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 use best efforts to meet estimated dates, but 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, including any 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, or labour disputes.

7. **LIMITED WARRANTIES.**

a. 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.

b. Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer 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.

c. 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.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 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; and (iii) Cummins has determined that there is a Warrantable Defect. 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 warranted for the balance of the warranty period still available from the original warranty of such Goods.

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f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

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