

NEW MACHINE CVA OPTIONS

Category	Value	Customer Performed CVA	Ziegler Performed CVA
Preventative Maintenance	Term	Compact 2yr / 2,000 hr Heavy 3yr / 3,000 hr	Compact 2yr / 2,000 hr Heavy 3yr / 3,000 hr
	Parts Kit Intervals	Compact - 500 hrs. / 1,000 hrs. Heavy - 500 hrs. / 1,000 hrs. / 1,500 hrs. / 2,000 hrs. / 2,500 hrs. / 3,000 hrs.	
	Include Fluids	Compact - Option to upgrade Heavy - Option to upgrade	Yes
	Included Labor	No	Yes
	Loaner *See T&Cs	50% off Rental Rates & Free Loaner on Compact Equipment	
	Annual TA at Ziegler Location *See T&Cs	Yes	Yes
	Annual Undercarriage Inspection	Yes	Yes
	Next Day Parts Guarantee *See T&Cs	Yes	Yes
	2 Day Service Guarantee for Common Service Repairs *See T&Cs	No	Yes
	First Time Fix Guarantee - *See T&Cs You only pay mileage on first trip	No	Yes
	Component Repair & Replacement Support 10% Discount on Parts and Labor	No	Yes

EXISTING EQUIPMENT CVA OPTIONS

Category	Value	Customer Performed CVA	Ziegler Performed CVA
Preventative Maintenance	Term	1 yr / Unlimited	1 yr / Unlimited
	Parts Kit Intervals	Customizable	
	Include Fluids	Compact - Option to upgrade Heavy - Option to upgrade	Fluids Included
	Included Labor	No	Yes
	Loaner *See T&Cs	No	25% off Rental Rates
	Annual TA at Ziegler Location *See T&Cs	No	Yes
	Annual Undercarriage Inspection	Yes	Yes
	Next Day Parts Guarantee *See T&Cs	Yes	Yes
	2 Day Service Guarantee for Common Service Repairs *See T&Cs	No	Yes
	First Time Fix Guarantee - *See T&Cs You only pay mileage on first trip	No	Yes
	Component Repair & Replacement Support 10% Discount on Parts and Labor	No	Yes

Back to Work Terms & Conditions

Effective Date: 1/1/26

Last Updated: 1/1/26

1. DEFINITIONS

For purposes of these Back to Work Terms & Conditions:

“Business Day” means Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding federal holidays observed by Ziegler.

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

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

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

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

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

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

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

“CI Products” means CAT GCI/BCP machines

2. BACK TO WORK PARTS GUARANTEE

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

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

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

2.4 Guarantee Period.

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

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

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

3. BACK TO WORK SERVICE GUARANTEE

3.1 Eligibility. Valid on all Ziegler Performed, and Loyalty agreements CVAs effective on or after January 1, 2026 and registered in Caterpillar's Foresight system. Not valid on Ziegler Basic or loyalty agreement CVAs. Excludes EP products, ASSCs, and Work-Tool repairs even if the machine has a CVA with labor. Service Commitment is valid only within Ziegler's service territory where the CVA was registered.

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

3.3 Clock Start/Stop Times:

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

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

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

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

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

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

3.6 Loaner Machine Terms:

- (a) Availability: Loaner machines are available only for Skid Steer Teer Loaders (SSL), Compact Track Loaders (CTL), Multi-Terrain Loaders (MTL), Mini Excavators (MHEX), Compact Wheel Loaders (CWL), Small Wheel Loaders (SWL), Telehandlers (TELE), and Backhoe Loaders (BHL). Subject to Ziegler inventory and provided on first-come, first-served basis. Ziegler may, in its sole discretion, elect to provide the \$1,000 back to work guarantee payment in lieu of providing a loaner machine.
- (b) Comparable Machine: Machine of same class and similar capacity, but not necessarily identical model.
- (c) Duration: During standard warranty period, loaner provided at 50% of Ziegler's then-current listed rental rates. Outside standard warranty period, loaner provided at 25% discount off Ziegler's then-current listed rental rates.
- (d) Customer Obligations: Customer responsible for fuel, maintaining insurance coverage, and return in same condition (normal wear excepted). Customer is also responsible for transportation arrangements and costs for loaners and rentals.
- (e) Damage Liability: Customer liable for damage beyond normal wear; Ziegler may require security deposit equal to loaner's retail value.
- (f) Scope Limitation: Free loaner and rental discounts apply only during the time that the particular CVA asset is down for covered repairs. These benefits do not apply to additional rental needs beyond the covered asset or while the covered asset is operational.
- (g) Rental Agreement Requirement: Customer must execute Ziegler's standard Rental Agreement as a condition precedent to taking possession of any loaner machine provided under this Section 3.6. All terms and conditions of the Rental Agreement apply in addition to the provisions set forth in this Section 3.6. In the event of any conflict between this Section 3.6 and the Rental Agreement, the terms of the Rental

Agreement shall control. Ziegler may refuse to provide any loaner machine if Customer refuses to execute the Rental Agreement.

4. EXCLUSIONS

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

4.2 Deferred Maintenance. Ziegler reserves the right to deny Back to Work credits if Customer failed to complete repairs recommended in writing by Ziegler's Condition Monitoring Analyst within the preceding 90 days, provided such recommendations were directly related to the current failure. Additionally, Ziegler must have performed the last preventative maintenance (PM) service interval; customers who performed their own PM service may be excluded from guarantee coverage. Parts already covered under manufacturer warranty or Equipment Protection Plan (EPP) are excluded from Parts Guarantee, though machines under warranty or EPP remain eligible for Service Completion Guarantee.

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

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

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

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

4.7 Filter Discount Exclusions. The 38% discount on CAT Filters is available only for filters installed by Ziegler certified technicians in connection with non-preventative maintenance services. The discount is not available for: (a) over-the-counter purchases; (b) e-commerce purchases; (c) Corporate Accounts; (d) Loyalty agreement customers; or (e) preventative maintenance services.

5. CLAIMS PROCESS

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

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

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

6. GENERAL PROVISIONS

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

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

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

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

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

6.6 Technical Analysis (TA) Inspection Requirements. Annual TA inspection must take place from November through April and must be brought to a Ziegler shop location for the inspection to be provided at no charge. Field service may be utilized for TA inspections but additional charges will apply. Ziegler may, in its sole discretion, approve TA inspections completed outside the November-April window.

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

6.8 Governing Law and Jurisdiction. Minnesota law governs. Disputes must be brought exclusively in state or federal courts located in Hennepin County, Minnesota. The prevailing party recovers its attorneys' fees and costs.

6.9 Limitation of Liability. In no event shall Ziegler be liable to Customer or any third party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to lost profits, lost revenue, business interruption, loss of use, loss of data, loss of business opportunity, cost of replacement equipment or services, loss of contracts, or cost of capital, regardless of the legal theory upon

which such damages are sought and regardless of whether such damages were foreseeable or whether Ziegler has been advised of the possibility of such damages. Ziegler's total aggregate liability arising out of or related to these Terms and Conditions, whether based on contract, tort, negligence, strict liability, or any other legal theory, shall not exceed one thousand dollars (\$1,000) per occurrence. These limitations shall apply regardless of the form of action and shall apply even if any limited remedy provided herein fails of its essential purpose. With respect to any failure by Ziegler to meet the Back to Work guarantee periods set forth in Sections 2 and 3, the issuance of Cat Credits constitutes Customer's sole and exclusive remedy, and Customer hereby waives any right to seek monetary damages, injunctive relief, specific performance, or any other form of relief for such guarantee failures. The limitations, exclusions, and waivers set forth in this Section are fundamental elements of the bargain between the parties and shall be enforced to the maximum extent permitted by applicable law. If any court of competent jurisdiction determines that any limitation set forth herein is unenforceable, such court shall enforce such limitation to the maximum extent permitted by law, and the remainder of this Section shall remain in full force and effect.

6.10 Data and Privacy. Data and Privacy. Ziegler Inc. and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers , and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers ' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information such as machine locations, operating hours, health of equipment, and basic utilization (collectively "*Telematics*"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving our products, or compliance with legal obligations. Customer

understands that the Telematics or other tools, as applicable, may have been activated on such products by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing and disclosure of such information by Ziegler Parties in accordance with the terms of this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.

EXHIBIT A

Services Commitment Parts Inclusion / Exclusion Details



Which parts are included?

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

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

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