

## NEW MACHINE CVA OPTIONS

| Category                 | Value                                                                      | Customer Performed CVA                                                                                             | Ziegler Performed CVA                          |
|--------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Preventative Maintenance | Term                                                                       | Compact 2yr / 2,000 hr<br>Heavy 3yr / 3,000 hr                                                                     | Compact 2yr / 2,000 hr<br>Heavy 3yr / 3,000 hr |
|                          | Parts Kit Intervals                                                        | Compact - 500 hrs. / 1,000 hrs.<br>Heavy - 500 hrs./ 1,000 hrs. / 1,500 hrs. / 2,000 hrs. / 2,500 hrs./ 3,000 hrs. |                                                |
|                          | Include Fluids                                                             | Compact - Option to upgrade<br>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<br>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 /<br>Unlimited                                      | 1 yr /<br>Unlimited   |
|                          | Parts Kit Intervals                                                        | Customizable                                             |                       |
|                          | Include Fluids                                                             | Compact - Option to upgrade<br>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<br>*See T&Cs            | No                                                       | Yes                   |
|                          | First Time Fix Guarantee - *See T&Cs<br>You only pay mileage on first trip | No                                                       | Yes                   |
|                          | Component Repair & Replacement Support 10% Discount on Parts and Labor     | No                                                       | Yes                   |

Amended 8/27/2026

## **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.

"CAT Compact Store" means a Ziegler retail location designated as a CAT Compact Store as of the date of the applicable machine purchase.

"Cat Credits" means non-cash credits issued by Ziegler in connection with a guarantee failure under these Terms and Conditions. Cat Credits are valid for two years from the date of issuance, are issued within one month of the applicable guarantee failure, and may be used for parts, service, work tools, rentals, and purchases from authorized Ziegler vendors. Cat Credits may not be used for new machine sales and have no cash redemption value.

“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.

"Customer Delay" means any period during which Customer fails to provide required authorization, information, access, safety clearance, or availability of the machine, and includes any other Customer act or omission that delays diagnosis, repair, testing, or return of the machine.

"CVA" or "Customer Value Agreement" means an agreement between Customer and Ziegler for equipment maintenance, repair, and/or parts coverage on one or more specified machines, as further described in the applicable agreement terms.

"CVA Type" means the classification of a Customer Value Agreement as Customer Performed, Ziegler Performed, Loyalty, or such other designation as set forth in the applicable CVA agreement between Customer and Ziegler.

"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.

"Full Service CVA" means a Ziegler Performed CVA that includes both parts and labor coverage.

"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).

[Notwithstanding the foregoing, for eligible machines purchased from a CAT Compact Store, Ziegler will make Common Repair Parts available by the end of the same Business Day on which Customer establishes](#)

[parts need. A request received outside Business Day hours will be treated as received at 8:00 AM Central Time on the next Business Day.](#)

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 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. The one-Business-Day Service Guarantee under Section 3.2 applies only to Common Repairs typically requiring 6 labor hours or less on eligible machines purchased from a CAT Compact Store. For all other eligible machines, all Common Repairs are subject to the two-Business-Day guarantee under Section 3.2. Service Commitment is valid only within Ziegler's service territory where the CVA was registered.

3.2 Guarantee Period. Ziegler will complete each covered Common Repair within two Business Days after the applicable start time under Section 3.3; provided, that for eligible machines purchased from a CAT Compact Store, Ziegler will complete Common Repairs typically requiring 6 labor hours or less within one Business Day after the applicable start time under Section 3.3. Only hours occurring during a Business Day count toward the guarantee period. The guarantee period will be tolled during any Customer Delay. Each service event must include a committed completion date communicated to Customer. The parties may agree in writing to a different completion time for a particular service event, in which case the agreed

timeframe shall supersede the applicable guarantee period and become the binding commitment for that service event.

### 3.3 Clock Start/Stop Times:

**Field Service Start:** The time Ziegler receives and records Customer's field service request. A request received outside Business Day hours will be treated as received at 8:00 AM Central Time on the next Business Day.

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

**Shop Service Start:** The time Customer delivers the machine to the designated Ziegler location and makes it available for service. A delivery outside Business Day hours will be treated as occurring at 8:00 AM Central Time on the next Business Day.

**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 applicable guarantee period.

**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:

Availability and Customer Election: For a covered service event involving a machine subject to an eligible Full Service CVA, Customer may elect either the applicable Cat Credit or an available comparable loaner machine. Loaner machines are available only for Skid Steer 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). Loaners are subject to Ziegler inventory on a first-come, first-served basis, and Ziegler does not guarantee availability at the location servicing Customer's machine. Customer must deliver the machine requiring service to a Ziegler location and pick up the loaner at the nearest Ziegler location with a comparable machine available. Customer is responsible for all transportation arrangements and costs associated with loaner pickup and return. If no comparable loaner is available, Customer will receive the applicable Cat Credit as its sole remedy for that service event.

(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 during the designated inspection period (currently November through April, subject to change by Ziegler based on shop availability upon reasonable notice to Customer) 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 designated inspection period.

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](http://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)

|                        |                                                                                                                                                    |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DT Components</b>   | Brakes-friction material-plates<br>DT bearings<br>Non-overhaul DT                                                                                  |
| <b>Electronics</b>     | Competitive electronics<br>Starters and alternators<br>Advanced electronics<br>Aftermarket enhancement products<br>Integrated electronics          |
| <b>Engine Overhaul</b> | Engine gasket and bearings<br>Hardware and fasteners<br>Small engine parts                                                                         |
| <b>External Engine</b> | Aftertreatment components<br>Fuel and oil pumps<br>Radiator groups and parts<br>Non-overhaul components<br>Water pumps<br>Spark plugs<br>Vee belts |
| <b>Filters</b>         | Air filters<br>Liquid filters                                                                                                                      |

|                                                           |                                                                                                                                    |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Fuel Systems</b>                                       | Nozzles and injectors<br>Fuel and oil pumps                                                                                        |
| <b>GET</b>                                                | Bucket cutting edges and protection<br>MTG cutting edges<br>Paving wear parts<br>Retention<br>Ripper / scarifier<br>Tips and teeth |
| <b>Hose and Couplings</b>                                 | All                                                                                                                                |
| <b>Hydraulic Cylinders and Rods</b>                       | All                                                                                                                                |
| <b>Hydraulic Valves &amp; Other Hydraulic Piece Parts</b> | All                                                                                                                                |
| <b>Pumps and Motors</b>                                   | All                                                                                                                                |
| <b>Seals, Tubes and Hardware</b>                          | All                                                                                                                                |
| <b>Structural components</b>                              | Safety                                                                                                                             |
| <b>Turbochargers</b>                                      | All                                                                                                                                |
| <b>Undercarriage</b>                                      | Major moving UC (minus most link assemblies and track groups)<br>Rubber UC and tires                                               |

## No Coverage

*Planned replacement/overhaul parts, non-mechanical parts, highly customized parts*

|                            |                                                                                                  |
|----------------------------|--------------------------------------------------------------------------------------------------|
| <b>DT Components</b>       | DT housings and cases<br>DT major components<br>Reman major components DT                        |
| <b>Electronics</b>         | E&T upgrade and machine electric drive<br>Machine price list                                     |
| <b>Engine Overhaul</b>     | Cylinder heads and pieces<br>Cylinder packs and pieces<br>Overhaul components                    |
| <b>Replacement Engines</b> | Replacement engine, long & short blocks                                                          |
| <b>Structural</b>          | Dealer service tools<br>Hand tools<br>Major structural; minor structural<br>Operator environment |
| <b>Undercarriage</b>       | Full track groups and link assemblies                                                            |
| <b>GET</b>                 | Work tool parts<br>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.