

PURCHASE OPTION TERMS AND CONDITIONS

1. Agreement. These Purchase Option Terms and Conditions (the “Purchase Option Terms”) govern the purchase of equipment that an individual or entity (a “Client”) leases or rents from Cashman Equipment Company, LLC, dba Empire Southwest (“Cashman”) with the option to purchase such equipment (the “Equipment”) pursuant to a written Purchase Option Agreement signed by Cashman and Client (the “Purchase Option Agreement”). The signed Purchase Option Agreement, together with Cashman’s Rental Terms and Conditions (which are referenced therein) and these Purchase Option Terms, are hereinafter collectively referred to as the “Option Agreement.” Cashman hereby rejects any term or condition provided by Client unless the term or condition is in writing and signed by a vice president of Cashman. Defined terms appear in these Purchase Option Terms with the first letter of each word capitalized. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Option Agreement.

2. Purchase Option. At any time prior to the “Option Expiration Date” (as defined in the Purchase Option Agreement), Client shall have the option to purchase the Equipment for the full “Purchase Option Amount” (as defined in the Purchase Option Agreement), all as more particularly described in the Purchase Option Agreement. For any tax included in the Purchase Option Amount from which Client claims exemption, Client shall provide Cashman with properly completed exemption certificates and any documentation needed to validate the exemption before the purchase of the Equipment. If Client fails to provide an appropriate exemption certificate and supporting documentation, as determined by Cashman, Client will remain liable for all such taxes and will defend, indemnify, and hold harmless Cashman for any liability or charge relating to the same.

3. Title and Warranty. Upon full payment of the Purchase Option Amount and any other related amount then due and owing to Cashman from Client, title to the Equipment shall pass to Client. If the Equipment has any remaining manufacturer’s warranty when Client takes title to the Equipment, Cashman will pass through to Client such remaining manufacturer’s warranty to the extent permitted by the terms of such warranty. Client acknowledges that (i) Cashman is not the manufacturer of the Equipment; and (ii) the manufacturer’s warranty (if any is available) will be subject to all conditions, exclusions, and exclusive remedies set forth therein. **Cashman makes no warranty, express or implied, oral or written, with respect to any Equipment, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, or title, whether arising by law, course of dealing, performance, usage or trade, or otherwise. Except as provided herein, and to the maximum extent permitted by law, all such warranties are hereby disclaimed by Cashman and waived by Client. Notwithstanding anything to the contrary, Cashman makes no representations and warranties related to fire suppression systems or the installation, removal, maintenance, or servicing of the same.**

4. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party for, from, and against any claims related to the Equipment to the extent such claims (including, but not limited to claims related to the death or injury of any person(s) or damage to or destruction of any property) are caused by the indemnifying party’s negligent or more culpable acts or omissions, subject to the limitations set forth in Section 5 below. To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold harmless Cashman, its affiliates

and subsidiaries, and all of their respective owners, directors, officers, managers, employees, agents, and representatives for, from and against any and all liabilities, injuries, claims, actions, suits, damages, losses, and expenses (including, but not limited to, reasonable attorney fees, expert witness fees, costs and expenses of any kind) that are caused by, arising from or related in any way to fire suppression systems (including, but not limited to losses related to the death or injury of any person(s) or damage to or destruction of any real or personal property).

5. Liability Limitation. In no event shall either party be liable, whether based in contract, warranty, indemnity, tort, strict liability, or any other theory of law or equity, for any special, incidental, indirect, punitive, exemplary or consequential damages, including, but not limited to, lost profits, loss of use of property or equipment, downtime, loss of third party contracts, or lost production, regardless of whether or not such party was advised of the possibility of such damages or such were foreseeable. In addition, Cashman's maximum aggregate liability for damages or loss (whether in contract, warranty, indemnity, duty to defend, tort, strict liability or any other theory of law or equity), howsoever arising or caused, shall in no event exceed the amount Client paid to Cashman for the Equipment to which the liability relates. The parties recognize that the pricing associated with Equipment reflects this allocation of risk and is a basis of the bargain between the parties. The foregoing limitations shall be valid and enforceable, notwithstanding any alleged failure of essential purpose of the limited remedies set forth herein.

6. Privacy Statement. Client consents to the collection, use, retention, and disclosure of information by Cashman and its parent, subsidiary, and affiliated entities (collectively, "Cashman Entities") in accordance with Cashman's Privacy Statement, which is posted at www.cashmanequipment.com/privacy (as such policy may be revised from time to time), and agrees that such information may be accessed by the Cashman Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

7. Product Information. If Caterpillar equipment that is purchased, owned, leased, or rented by Client is equipped with Product Link or other equipment monitoring technology, data concerning the equipment, its condition and its operation ("Telematics Information") is being transmitted to Caterpillar, its affiliates, the Cashman Entities and/or other Caterpillar dealers to better serve Client and to improve Caterpillar products and services. Telematics Information being transmitted may include machine serial number, machine location, and other machine data including, but not limited to, fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. The Telematics Information will be collected, used, retained, and disclosed in accordance with the Caterpillar Data Governance Statement, which is posted at www.caterpillar.com/en/legal-notice/data-governance-statement.html (as such statement may be revised from time to time) ("Statement"). Client consents to the collection, use, retention and disclosure of the Telematics Information in accordance with the Statement and agrees that the Telematics Information may be accessed by Caterpillar, its partners, its affiliates, its subsidiaries, the Cashman Entities and/or other dealers with a legitimate business reason to access it, as well as third parties who may process the Telematics Information on their behalf. As set forth in the Statement, Caterpillar may use Telematics Information in combination with information about Client. Client further acknowledges and agrees that Telematics Information may be made available to subsequent owners of equipment. If Client does not want Telematics Information transmitted as described

above, Client can request documentation to opt out of the transmission of such information by sending an email to optout@empire-cat.com.

8. Events of Default. The following is a non-exhaustive list of breaches or defaults under these Purchase Option Terms by Client: (i) failure to pay any amount due by to Cashman; (ii) ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors (whether voluntary or not), filing bankruptcy or making an assignment for the benefit of creditors; (iii) failure to perform any obligations hereunder or otherwise owed to Cashman; or (iv) making any representation or warranty that is false or misleading.

9. Choice of Law; Waiver of Jury Trial. These Purchase Option Terms shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to conflict of law provisions. The parties agree that exclusive jurisdiction and venue for any proceeding at law or in equity will be in the state or federal courts located in Clark County, Nevada. **Each party knowingly, voluntarily, irrevocably, and unconditionally waives its right to a jury trial of any claim or cause of action based on or arising out of the purchase of Equipment or Services from Cashman (including, but not limited to, contract, tort, breach of duty, and all other common law and statutory claims). Each party (a) understands that this is a waiver of an important legal right, and (b) acknowledges having had a reasonable opportunity to discuss this waiver and its effects with legal counsel.**

10. General Provisions. Client may not assign Client's rights or obligations hereunder (including by operation of law) without Cashman's prior written consent, and any such attempted assignment will be void. No amendment or modification of these Purchase Option Terms shall be effective unless it is set forth in a written document signed by a vice president of Cashman. If any provision in these Purchase Option Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions in these Purchase Option Terms shall remain in full force and effect. A party's waiver of any breach will not constitute a waiver of any different or subsequent breach. If Cashman fails to insist on performance of any term or condition, or fails to exercise any right or privilege hereunder, such failure shall not constitute a waiver of such term, condition, right or privilege. Time is of the essence and of critical importance to these Purchase Option Terms. No employment, agency, joint venture, or similar arrangement is created or intended between Client and Cashman. Any rule of construction requiring that ambiguities be resolved against the drafting party shall not apply to the interpretation of these Purchase Option Terms. Cashman retains ownership of all records relating to Equipment and services provided to Client ("Records") and may disclose the Records as required by law, to any tax professional if required for tax purposes, pursuant to a court order, or in the event disclosure of the Records becomes part of Cashman's prosecution or defense in a legal matter. Cashman is an EEO/Affirmative Action Employer. Client warrants that the invoiced Equipment will be used for business or agricultural purposes and not for personal, family or household purposes.

11. California Operation. When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust

retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please contact the California Air Resources Board, including through its websites, such as: <https://www.arb.ca.gov/dieseltruck>; <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>; or <https://www.arb.ca.gov/portable/portable.htm>.

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