

## Dynapac North America LLC - 24 Hour Parts Guarantee

This 24 Hour Parts Guarantee is extended by Dynapac North America LLC (“Dynapac”) to any authorized distributor (“Distributor”) of Dynapac-brand products (“Products”). This policy supersedes all previous policies, amendments, agreements, and understandings, whether oral or written, between the parties or any agent, affiliates, or previous employee of Dynapac with regard to the subject matter hereof. The distributor understands that Dynapac may extend, terminate, add, delete, change, or otherwise modify any or all of this policy at any time, for any reason, and without a duty to provide Buyer notice of any kind. This policy will go into effect on January 1, 2019.

### **24 Hour Parts Guarantee Policy**

1. Dynapac hereby guarantees that all breakdown orders, which are machine down orders that are customer critical (“Breakdown Orders”), which fall under the below terms and conditions, will be delivered within the next business day after the order being processed by Dynapac. If this guarantee is not met, then Dynapac will issue credit for the freight that was charged to the order(s) in question upon submission and verification of Dynapac Freight Credit Form within the next 2 business days of Buyer’s receipt of the applicable order.
2. **Terms and Conditions of this 24 hour parts guarantee are as follows:**
  - a. Order must be placed as a Breakdown Order at the time of order. Orders not placed as Breakdown Orders or those orders changed to Breakdown Orders after the order has been received by Dynapac, will not be subject to the 24 Hour Parts Guarantee Policy.
  - b. All orders must be placed by Distributor to Dynapac in writing by 5pm EST, or they will be considered placed on the next business day.
  - c. Machine for the part that is the subject of the Breakdown Order must be a current production model
  - d. The 24-hour parts guarantee of a Breakdown Order for parts with respect to any product is valid and available to the Distributor for one full year from the earlier of (i) the first use date of such Product; (ii) if the Distributor fails to report the first use date for such Product to Dynapac, then the invoice date to the Distributor; or (iii) should the Distributor fail to sell the equipment within twelve (12) months from the date such Product was delivered to it by Dynapac, the date that is twelve (12) months after the date that Distributor received delivery of such Product. The distributor shall register the product with Dynapac at the latest one week from delivery to end-user.
  - e. This guarantee excludes made to order parts, programmable parts, hazardous parts, parts that require special handling and any other part(s) which Dynapac decides to exclude, in its sole discretion, including, but not limited to, shell kits, engines, drums, strike-off blades, hoods, cabs, tracks, milling bits, etc.
  - f. Guarantee applies only to parts shipped by air freight, at the Distributor’s expense to the continental U.S.
  - g. Parts shipped to Hawaii, Alaska, Canada, Mexico, or the Caribbean, or parts exceeding 150lbs, or parts of large volume will be delivered within 2 business days.
  - h. Guarantee applies to Breakdown Orders received on business days only, weekends and/or holidays are excluded from the policy.
  - i. The 24-hour guarantee shall not apply to any Breakdown Orders that are not delivered within one business day as a result of any delay in shipment due to a force majeure event, as such term is described in the Distribution Agreement.
3. **Miscellaneous**
  - a. **DYNAPAC SHALL NOT BE LIABLE (WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE) FOR ANY**

**INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND AND HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PRODUCTION, LOSS OF OPERATION TIME, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS OR PROFIT, LOSS OF REVENUE, LOSS OF OR WASTE OF TIME OF MANAGEMENT OR LABOR, EXCESS ENERGY CONSUMPTION, PUNITIVE DAMAGES, FINES, PENALTIES OR DAMAGES DUE UNDER CONTRACTS WITH OTHERS, OR LOSS OF USE OR DEVELOPMENT OF RESOURCES IN CONNECTION WITH THIS PRODUCT WARRANTY, EVEN IF DYNAPAC HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DYNAPAC'S TOTAL LIABILITY TO DISTRIBUTOR FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, WILL NOT EXCEED THE PRICE PAID FOR THE UNIT OF PRODUCT(S) AT ISSUE.**

- b. This 24 Hour Parts Guarantee shall be governed by and construed in accordance with the laws of the state where Distributor's primary authorized place of business office is located. Any and all disputes of whatever nature arising between the parties to this 24 Hour Parts Guarantee, including disputes arising out of or relating to this 24 Hour Parts Guarantee or the underlying business relationship, including termination thereof and including statutory claims, which are not resolved between the parties themselves, shall be resolved by binding arbitration in Fort Mill, South Carolina and administered by the American Arbitration Association under its Commercial Arbitration Rules before a single arbitrator. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. Any and all disputes shall be submitted to arbitration hereunder within one year from the date the dispute first arose or shall be forever barred. **THE PARTIES HEREBY AGREE THAT THE UNITED NATIONS CONVENTION ON INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS 24 HOUR PARTS GUARANTEE.**