TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS THROUGH PARTS.CAT.COM/RIMCO

THESE TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS FROM THIS SITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF SALE, (B) ARE NOT THE OLDER OF (i) 18 YEARS OF AGE OR (ii) THE LEGAL AGE TO FORM A BINDING CONTRACT WITH THE APPLICABLE SELLER, OR (C) ARE PROHIBITED FROM ACCESSING THIS SITE OR ANY OF THE SITE'S CONTENTS, GOODS OR SERVICES BY APPPLICABLE LAW. PRODUCTS PURCHASED FROM THIS SITE WILL ONLY BE DELIVERED TO ADDRESSES IN PUERTO RICO.

1. **Terms of Sale; Effectiveness and Amendment.** These terms and conditions (as the same may be modified or updated as provided herein, these "Terms of Sale") apply to the purchase and sale of products available for purchase through https://parts.cat.com/rimco/ (this "Site"), including all of the software, parts, and components contained therein, together with any available related manuals, materials, or other information ("Products") for delivery to buyers located in Puerto Rico. This Site is operated by or on behalf of RIMCO LLC, a Puerto Rico limited liability corporation with offices located at 312 John F. Kennedy Ave., Km 3.7, San Juan, PR 00920 (together with its parents, subsidiaries, and affiliates under common ownership with RIMCO LLC, "RIMCO"). The sales made through this Site will be fulfilled and made by either (a) RIMCO, or (b) Caterpillar, Inc. The entity listed as the Seller in the Shipping Confirmation shall be deemed to be the "Seller" under these Terms of Sale. To the extent any translated version of these Terms of Sale conflicts with the English version, the English version controls.

RIMCO reserves the right, in its sole discretion, to update or modify these Terms of Sale at any time. All such modifications and changes shall apply to your purchase of Products from this Site from and after the time that such modifications and changes are posted on this Site. You should review these Terms of Sale prior to purchasing any Product that is available through this Site. Your continued access to and use of this Site following the posting of any changes to these Terms of Sale will constitute your acceptance of and agreement to those changes. Please review the most current version of these Terms of Sale at any time at https://parts.cat.com/rimco/

These Terms of Sale are an integral part of the Terms of Use that apply generally to the access and use of this Site. You should also carefully review the Privacy Policy applicable to this Site before placing an order for Products through this Site. Refer to Section 8 below on Privacy and Data for further information.

2. **Order Acceptance and Cancellation.** You agree that your order is an offer to buy, under, and in accordance with these Terms of Sale, all Products listed in your order. All orders must be accepted by RIMCO or neither RIMCO nor Caterpillar shall be obligated to sell the Products to you. RIMCO may choose not to accept any orders in its sole discretion. After RIMCO receives your order, you will receive an email that confirms receipt of your order and includes details relating to your order (the "Order Confirmation"). Acceptance of your order will not take place unless and until you have received the Order Confirmation; provided, that your Order is still subject to cancellation as provided in this Agreement. Upon issuance of the Order Confirmation, these terms and conditions will be the contract of sale for your order. Subject to Section 15 below, the contract for sale shall be between you or the entity you represent ("you" or "your") and the entity listed in the applicable Shipping Confirmation as a Seller (each such selling entity shall be referred to herein in such capacity as the "Seller"). Your order may be fulfilled by RIMCO and Caterpillar through separate shipments or deliveries and, in such case, you will have a separate contract of sale with each such Seller. Once your order has been shipped or is picked up you will receive an e-mail that (a) states your order has shipped or has been picked up, and (b) includes the name of the Seller, the fulfillment details, your order number, and the purchase price, shipping charges and Taxes for the order (the "Shipping Confirmation"). The date of the Shipping Confirmation shall be referred to herein as the "OMS Invoice Date".

   You have the option to cancel or modify your order at any time before the applicable Order Confirmation is sent by calling (787)792-4300 ("Customer Care"). Notwithstanding anything else to the contrary, RIMCO and Caterpillar reserve the right, at their respective sole discretion, to cancel or refuse any order at any stage of the ordering process, including at any time up until the Shipping Confirmation has been sent. RIMCO reserves the right to screen you and your order for, among other things, compliance with applicable law and RIMCO policies. If RIMCO, in its sole discretion, determines that you or the order do not comply with any such law or RIMCO policy, then RIMCO shall have the right to cancel your order without any cost, liability, or obligation to RIMCO or Caterpillar. In addition, RIMCO and Caterpillar reserve the right to cancel your order if at any time prior to shipment RIMCO or Caterpillar, as applicable, determines that it does not have the Products you ordered in inventory. Such cancellation and termination shall be at no cost, liability, or obligation to RIMCO or Caterpillar.

3. **Prices and Payment Terms.**
   a. All prices posted on this Site are subject to change without notice. The price charged for a Product will be the price reasonably determined by RIMCO to be in effect at the time the order is placed and will be set forth in your Order Confirmation. Price increases will only apply to orders placed after such increases are shown on the prices in this Site. Posted prices do not include taxes or other governmental fees or charges (the "Taxes") or charges for shipping. All such Taxes and shipping

charges will be added to your merchandise total and will be itemized in your shopping cart and in your Order Confirmation. The Taxes and shipping charges included in the Order Confirmation will be calculated using the information available at the time of the Order Confirmation; however, said Taxes and shipping charges may change prior to the final order fulfillment and issuance of the Shipping Confirmation due to changes in the source of said fulfillment and any changes to the information used to calculate the Taxes. The Seller is not responsible for pricing, typographical, or other errors on this Site or offered by the Seller and the Seller reserves the right to cancel any orders arising from such errors.

b. Upon receipt of the order, RIMCO will confirm to its reasonable satisfaction that you have the credit available to pay for the order and a hold will be placed against your credit card in the amount of the order before issuance of the Order Confirmation. RIMCO will receive full payment at the time of the issuance of the Shipping Confirmation by collection of the funds through the applicable credit card. The Seller accepts the forms of payment listed on this Site for all purchases. All credit card processing is performed by a third-party processor. You acknowledge that the credit card and related financial information you provide in connection with your order will be provided to such third-party processor, and you expressly authorize and grant RIMCO permission to share such information, which may include, but not be limited to, credit card and any other personal information you provide in connection with your order. You represent, warrant, and agree that (i) the credit card or payment information you supply in connection with the order is true, correct, and complete, (ii) you are duly authorized to use such credit card or other authorized form of payment for the purchase, (iii) charges incurred by you will be honored, as applicable, by your credit card company or the company supporting your payment, and (iv) you will pay the amount set forth in the Shipping Confirmation, as well as all applicable Taxes and shipping charges (as the same may adjusted in accordance with Section 3(a) above).

4. **Shipments; Delivery; Title and Risk of Loss.** Your order will be fulfilled through the shipment or delivery of the Products from the applicable Seller. The number of days quoted for shipping in this Site refers to the estimated transit time only. Additional time is required for processing orders. You will pay all shipping charges applicable to your order. Title and risk of loss will pass to you (a) in the case of shipment, upon delivery of the Products to the shipping address listed in the Shipping Confirmation, and (b) in the case of pick up at the location listed in the Shipping Confirmation or otherwise agreed to by RIMCO, upon delivery of the Product to you or your representative at such location. Shipping and delivery dates are estimates only and cannot be guaranteed. The Seller is not liable for any delays in shipments.

5. **Returns and Refunds.** Except for any Products designated on this Site as non-returnable, and subject to this Section 5, you may return Products purchased on this Site for a refund of (a)(i) your purchase price and (ii) the Taxes you paid, less (b) (x) the original shipping costs, and (y) any return shipping costs (the amount of such refund as determined by this Section 5, being, the "Return Credit"), by following the return process on this Site or by

contacting Customer Care to create a request to return the Products (the "Return Request"). The Return Request must be received no more than thirty (30) days from the OMS Invoice Date. You will be directed to where to make the return and receive a Return Merchandise Authorization ("RMA") number and, if the Parts are being shipped back, a pre-paid return shipping label, in each case, to use in the return process. No returns of any type will be accepted without an RMA number. You are responsible for arranging the shipment or delivery of the returned Products and bear the risk of loss during shipment or delivery. The Products must be returned in a new and salable condition including original packaging with all instructions and hardware and be received no later than sixty (60) days from the OMS Invoice Date. Returns will be inspected upon receipt. If a return is rejected after inspection, you will not receive a refund and you may pick up the applicable Products. An email notification will be provided stating the reason for rejection along with contact information for further assistance. The Return Credit will be issued within ninety (90) days of the OMS Invoice Date after a full inspection is completed without rejection. Your Return Credit will be credited back to the same payment method used to make the original purchase on this Site. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.

6. **Limited Warranty.**

RIMCO PROVIDES A LIMITED WARRANTY (A "LIMITED WARRANTY") FOR THE PRODUCTS PURCHASED FROM THIS SITE THAT IS SET FORTH IN AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS SECTION 6 AND THE WARRANTY STATEMENT FOR THE APPLICABLE PRODUCT (AS AMENDED, MODIFIED OR REPLACED FROM TIME TO TIME, EACH A "WARRANTY STATEMENT"). THE CURRENT VERSION OF THE WARRANTY STATEMENTS FOR THE PRODUCTS SOLD ON THIS SITE MAY BE ACCESSED THROUGH https://parts.cat.com/rimco/ RIMCO RESERVES THE RIGHT IN ITS SOLE DISCRETION TO CHANGE OR MODIFY THE TERMS OF THIS LIMITED WARRANTY INCLUDING THE APPLICABLE WARRANTY STATEMENT AT ANY TIME. SUCH A CHANGE MAY BE THROUGH A CHANGE TO THIS SECTION 6 OR TO THE APPLICABLE WARRANTY STATEMENT. ALL SUCH CHANGES AND MODIFICATIONS SHALL APPLY TO THE PRODUCTS YOU PURCHASE FROM AND AFTER THE EFFECTIVE DATE OF SAID CHANGE OR MODIFICATION.

THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, NEITHER RIMCO NOR CATERPILLAR MAKES ANY OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CATERPILLAR OR ANY DEALER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF THE NEGLIGENCE OF CATERPILLAR OR ANY DEALER. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT, OR ADVICE PROVIDED BY RIMCO OR CATERPILLAR OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

THE REMEDIES DESCRIBED IN THE LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND THE ENTIRE OBLIGATION AND LIABILITY OF RIMCO OR CATERPILLAR FOR ANY BREACH OF THIS LIMITED WARRANTY. THE TOTAL AGGREGATE LIABILITY OF RIMCO

AND CATERPILLAR UNDER THIS LIMITED WARRANTY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THIS SITE, NOR WILL RIMCO OR CATERPILLAR UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

7. **Compliance with Laws.** You understand and agree that any Products you buy on this Site, including all of the software, parts and components contained therein, along with any related manuals, materials, information or data, including but not limited to any parts, support or services (collectively, the "Products"), are subject to laws, rules, regulations, directives, ordinances, orders, or statutes (the "Laws") of the United States, Laws and may be subject to the Laws of other, applicable countries. You agree to comply with such applicable Laws, which may include but are not limited to, the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and Laws administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State. Without limiting the foregoing, you agree not to export, re-export, release, transmit or otherwise transfer the Products, whether directly or indirectly: (i) to any person or entity listed or otherwise deemed to be a blocked, prohibited or trade-restricted person or party by any relevant entity, including, without limitation, the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State; (ii) for any purpose or use prohibited by any relevant government, including, without limitation, the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation, or (iii) to any destination or transit point subject prohibited under any relevant sanctions program, including, without limitation, any sanctions program enforced by the U.S. government. Purchaser agrees that in the case of a U.S. sanction, embargo, or other trade order or rule that prohibits or otherwise renders RIMCO's performance under this Agreement in contravention of applicable Laws, we shall be excused from the performance of any obligations under any agreement with you for the purchase of the Products and the agreement shall be terminated with immediate effect, without cost or liability.

8. **Privacy; Data.** Our Privacy Policy, available at https://parts.cat.com/rimco/, governs our processing of all personal data collected from you in connection with your use of this Site, and the purchase, use, or servicing of Products obtained through this Site and any communications in connection with any of the foregoing. You acknowledge and agree that RIMCO collects, transmits and processes information relating to your use of this Site, your order, any Products purchased in said order, and any services relating thereto all as further described in RIMCO's Privacy Policy.

9. **Force Majeure.** Seller will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Sale, for any failure or delay in its performance under these Terms of Sale when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the Seller's reasonable control, including, without limitation, acts of God, storm, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other

civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to the Seller's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. **Contractual Statute of Limitations.** You agree that you will not assert against RIMCO any claim or make a demand for dispute resolution arising directly or indirectly under or in connection with these Terms of Sale that relates to, or assert as a cause for action, any event that occurred more than 12 months after the earliest date on which the facts are based were or could, with the exercise of reasonable diligence, have been known to you.

11. **Dispute Resolution and Mandatory Arbitration.** In the event of any controversy or claim relating in any way to your use of the Site or Content, or to any products or services sold or distributed by such Site, or otherwise arising out of or relating to these Terms of Sale, the parties shall communicate and negotiate with each other and attempt to reach a solution satisfactory to both parties. If the parties do not reach an agreement within a 60-day period, any unresolved controversy or claim arising out of or relating to these Terms of Sale, the Site, or any products sold or distributed by such Site will be resolved by binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms of Use.

    To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Chief Legal Officer, RIMCO, 312 John F. Kennedy Ave., Km 3.7, San Juan, PR 00920. The arbitration will take place in San Juan, PR in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules and Mediation Procedures. Your request for arbitration must be postmarked within the time period specified above under "Contractual Statute of Limitations." In no event shall demand arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

    We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
    The arbitration panel shall consist of one individual appointed by RIMCO and you. Such individual shall (i) have been selected from the AAA's list of potential arbitrators, (ii) have at least 10 years of experience in the discipline, which is the subject of the Dispute, and (iii) be an attorney whose 10 years of experience has been in the realm of litigating and arbitrating issues which are of the subject of the Dispute. If RIMCO and you fail to mutually agree upon an arbitrator within 15 business days after receipt of the request to arbitrate, then the arbitration panel shall be selected by the administrative office of the AAA. Such office shall, within five days after notice by any party to these Terms of Use, select a single arbitrator who complies with the requirements otherwise set forth in this paragraph. The arbitrator shall render its decision as soon as reasonably possible after its appointment and must follow the terms described herein.

This agreement to arbitrate shall be specifically enforceable in any court having jurisdiction thereof. Any decision rendered by the arbitrator pursuant to any arbitration shall be final and binding upon the parties, and judgment may be entered upon in accordance with applicable law in any court of competent jurisdiction.

The other party shall reimburse the prevailing party in any arbitration or court proceedings for all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party.

12. **Choice of Law.** These Terms of Sale shall be governed by the laws of Puerto Rico (regardless of the laws that might be applicable under its principles of conflict of laws).

13. **Severability.** If any provision of these Terms of Sale, or the application thereof, is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these Terms of Sale, all of which shall remain in full force and effect, and such other provisions will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.

14. **Entire Agreement.** These Terms of Sale (including the Terms of Use and any documents referenced in them) constitute the entire agreement between you and RIMCO with respect to your purchase of products on this Site and supersede and replace all prior agreements. The section titles in these documents are for convenience only and have no legal or contractual effect. The terms and conditions of any quotation, offer, acknowledgment, invoice, or similar document, however, designated, directly or indirectly made or issued by you shall not apply.

15. **Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms of Sale without our prior written consent. Any purported assignment or delegation in violation of this Section 15 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Sale. The formation of the contract of sale for your order at the time of the issuance of the Order Confirmation shall be with Caterpillar. However, Caterpillar's rights and obligations under these Terms of Sale shall be automatically deemed to be assigned and delegated to RIMCO, without any notice to you, at the time of RIMCO's fulfillment of any Products in your order (whether through shipping or by pick up) (the "Fulfilled Products"). Caterpillar shall not have any liability or obligation in connection with said Fulfilled Products after said assignment and delegation.

16. **No Third-Party Beneficiaries.** These Terms of Sale do not and are not intended to confer any rights or remedies upon any person or entity other than RIMCO, Caterpillar, and you.

17. **Intellectual Property Ownership.** For purposes of these Terms of Sale, "Intellectual Property" means all inventions, patents, patent applications, know-how, software,

trademarks, design rights, and copyrightable material, including, without limitation, reports, drawings, records, manuals, and computer programs. Except for the implied license to use Seller's Intellectual Property in connection with the purchase of the Products under these Terms of Sale, you have no additional rights or license to the Intellectual Property.

18. **Notices.**
    a. **To the Customer.** Any notice to you may be provided under these Terms of Sale by: (i) sending a message to the e-mail address you provide or (ii) by posting to this Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

    b. **To RIMCO.** To give us notice under these Terms of Sale, you must contact us by personal delivery, overnight courier, or registered or certified mail to RIMCO LLC, 312 John F. Kennedy Ave., Km 3.7, San Juan, PR 00920, Attn: Belkin Nieves González, Esq. We may update the physical mail address for notices to us by posting a notice on this Site. Notices provided by personal delivery will be effective immediately.

    c. Notices provided by overnight couriers will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.