Komatsu CARE PLUS II

<table>
<thead>
<tr>
<th>PM Intervals</th>
<th>500</th>
<th>1000</th>
<th>2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform KOWA Sampling (5 Samples) - Engine, Hydraulics, Swing Motor, L &amp; R Final Drives</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Reset Monitor Panel Maintenance Counter</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Lubricate Machine</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Lubricate Swing Circle</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Check Swing Pinion Grease Level and Add, When Necessary</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Change Engine Oil</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Replace Fuel Pre-Filter</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Replace Air Conditioner Fresh and Recirculating Air Filters</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Replace Air Cleaner Element</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Drain Sediment from Fuel Tank</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Replace Fuel Main Filter</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Replace Hydraulic Tank Breather Element</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Replace DEF Tank Breather Element</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Replace Hydraulic Oil Filter Element</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Change Swing Machinery Oil</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Change Damper Case Oil Level, Add When Necessary</td>
<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>Change Final Drive Oil</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Clean Hydraulic Tank Strainer</td>
<td>✓</td>
<td></td>
<td></td>
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<tr>
<td>Replace KCCV Filter Element</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Replace Def Pump Filter</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Factory Trained Technician Labor</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>50 Pt Inspection</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

**Program Information**

Komatsu CARE PLUS II takes care of your equipment maintenance and repairs. You’ll receive all the benefits of Komatsu CARE PLUS such as oil sampling, automatic maintenance scheduling, 50-point inspections, and the peace of mind that your equipment is being taken care of the way Komatsu intended. In addition, we’ve bundled Komatsu’s Premier Extended Coverage to support your equipment’s needs in case of unexpected repairs. Our comprehensive support plan protects your equipment with certified labor and includes diagnostic time.

**Benefits**

- Fixed Maintenance and Repair Costs
- National Service Coverage
- Special Financing

**Guaranteed**

**Komatsu Genuine Parts** – You purchased a premium product, so we protect it with premium parts. Only Komatsu genuine parts are used for your equipment’s maintenance to assure quality performance and long-term durability.

**Certified Labor** – We’ve got your back! With our network of factory trained technicians, we’re doing much more than just maintaining your equipment, we’re also performing a 50pt inspection every service to make sure your Komatsu stays running at full throttle.

**KOWA** – Komatsu Oil & Wear Analysis allows us to monitor and detect any abnormalities in your machine’s condition maintenance; allowing us to prevent catastrophic failures and minimize downtime.

**KOMTRAX** – Have a busy schedule? We’ll monitor your Komatsu through our Komtrax telematics solution to automatically schedule your next maintenance and notify you when it’s done. Let us make your experience hassle free.

**Contract Agreement**

**Machine Model:**

**Serial Number:**

**Length:**

**Duration:**

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For a complete list of maintenance and repair, refer to page two of the contract.
Komatsu CARE PLUS II Terms & Conditions

Agreement Coverage:

a. Subject to the terms and conditions below, authorized Distributors will provide Komatsu genuine parts, labor and other services required to properly execute maintenance activities outlined in “Covered Items.”

b. The Machine will be eligible for this coverage starting at ____ SMR hours (MM/DD/YYYY) and expiring the earlier of the date when the Machine has accumulated ____ SMR hours or MM/DD/YYYY. The phrase “SMR hours” represent the engine run time for the Machine and are measured using the hour meter or monitor panel installed in the Machine’s operator cab.

Terms and Conditions:

a. It is the responsibility of the nearest servicing branch within distributors territory to the location of set machine to perform outlined maintenance service in accordance to the machine model specific reimbursement policy letter for appropriate service maintenance interval. Distributor should notify customer of planned service date minimum of 72 hours in advance via MyKomatsu.com, Genuine Care Portal, or other communication platform.

b. It is the responsibility of the customer to confirm scheduled date and relinquish set machine for maintenance and/or repair upon arrival of distributor personnel. If the customer has a conflict on scheduled date, he/she must notify servicing distributor to perform services on a different date so long as it is done in a timely manner and follows the nature of these agreements.

c. Relinquish machine to servicing distributor in a timely manner after failure has occurred to execute appropriate repairs. Relinquish machine for scheduled maintenance at designated interval hours for maintenance by servicing distributor. Failure to do so can result in additional charges for technician labor time or travel for a second trip to machine. Failure to repair machine promptly after machine failure was identified, can result in original or consequential failures not being covered.

d. Customer is to have machine available for distributor personnel in reasonable cleanliness conditions as to allow the technician to properly execute tasks. The machine is to be set in a safe working environment that allows access to perform services.

e. Customer should receive results of oil analysis, 50pt inspection, and MyKomatsu.com service completion alert after the execution of every maintenance service.

f. All service records are maintained by the Komatsu and made available for distribution to share with designated customers via the Genuine Care Portal- CARE Report.

MAINTENANCE

Exclusions and Limitations:

a. Machine parts that are not procured from Komatsu or an authorized distributor.

b. Machine attachments, optional extras and other work equipment such as buckets, dump bodies, blades, and associated wear packages such as teeth, cutting edges, and liners.

c. Operating expenses on Covered Items required to keep the Machine in good operating condition and repair, including by way of example but not limitation:

i. System adjustments.

ii. Cleaning and calibration/re-calibration of intelligent Machine Control components

iii. Hardware, Software, or Firmware updates.

iv. Cosmetic damage that does not impact product functionality.

v. Application based maintenance that requires a higher frequency of filter/oil/lubricant replacement than what is listed in “Covered Items.”

d. Service coverage is provided nationally based on country of machine sale. Machines migrating outside of selling country are not eligible to be serviced by any other distributor under this program.

e. All maintenance services must be completed within +/-200 hours of the target service interval to qualify for Komatsu reimbursement. Failure to complete set maintenance service according to these conditions will result as a loss of set service interval, following service intervals will resume as scheduled afterwards. Example-500-hour maintenance service must be completed within 300-700 SMR as reported by Komtrax. However, in order to qualify for program benefits such as, but not limited to Major Component Assurance, Komatsu CARE Certified Equipment, all maintenance services must be completed within +/-100 hours of set interval.

REPAIRS

Exclusions and Limitations:

a. Repairs or replacements of:

i. Hose and tube flange O-rings and gaskets.

ii. Hoses after the Machine has been in service for 24 months or 4000 SMR hours.

iii. Hydraulic cylinder packing replacements after the Machine has been in service for 5,000 SMR hours.

iv. Starters, alternators, thermostats, belt tensioners, injectors, turbochargers, KDPF, HC and DEF dosing nozzles, and water pumps after the Machine has been in service for 5,000 SMR hours.

v. Covered Items that are worn because of use. Examples of wear resulting from use would include, by way of example but not limitation, oil consumption and high blow by pressure on engines, hydraulic cylinder seal leaks, wear of clutch or brake packs, pins or bushings, etc.

vi. Machine parts that are not procured from Komatsu or an authorized distributor.

vii. Machine attachments, optional extras and other work equipment such as buckets, dump bodies, blades, and associated wear packages such as teeth, cutting edges, and liners.

viii. Any Machine part or component not specifically included within the scope of the Coverage Type, unless otherwise noted.

b. Operating expenses on Covered Items required to keep the Machine in good operating condition and repair, including by way of example but not limitation:

i. System adjustments.

ii. Cleaning and calibration/recalibration of intelligent Machine Control components (unless recalibration is required due to the repair or replacement of a covered intelligent Machine Control component).
iii. Hardware, Software, or Firmware updates.
iv. Cosmetic damage that does not impact product functionality.
v. As needed maintenance items such as repairs or replacements of mounting hardware, including bolts, nuts, pins, bushings, and bearings, paint, windshield wiper blades, seat belt assemblies, air cleaners, belts, light bulbs, batteries, cables, fuses, tires, track link assemblies, track shoes, idlers, rollers, sprockets, rock guards and deflectors.
vi. Cost of carrying out scheduled structural inspections that are required to maintain coverage for certain Covered Items for Frame and Boom & Arm Coverage Types.
If you wish to perform these inspections yourself, please obtain a copy of the Distributor Inspection Worksheet from your local Komatsu Distributor.
c. Machine or Covered Item failures resulting from:
i. Operating the Machine outside the guidelines specified in O&M Manual.
ii. Operating the Machine outside of the parameters specified in the Machine specific Payload Policy or other notices or letters from Distributor or Komatsu.
iii. Noncompliance with the maintenance schedule and procedure outlined in the Machine’s O&M manual.
iv. Fuel, lubricant or coolant contamination from any source.
v. Continuing to operate the machine when KOWA reports or the Machine monitor panel, KOMTRAX, Plus, KOMTRAX, PLM or any other systems ("Machine Monitoring Systems") show critical errors, indicate that components are compromised by failures or are performing below specifications, or when the Distributor has requested that components be repaired or removed from the Machine because of an impending failure, manufacturer authorized field campaign or other good cause.
vi. Improper Machine storage procedures.
vii. Incomplete or faulty repair procedures on previous repairs completed by any person other than Distributor.
viii. Improper initialization procedures during Machine commissioning if the commissioning process was carried out by any person other than Distributor.
ix. Machine attachments options, accessories, modifications, or work equipment not authorized in O&M Manual and other materials published by Komatsu for distributors and customers or otherwise approved in writing and signed by an engineering officer of Komatsu.
x. Work site hazards or falling objects.
xi. Fire, accidents, vandalism, theft, acts of terrorism or war, acts of nature or other causes beyond the direct control of Distributor.
xii. Misuse, misapplication, negligence or other misconduct on the part of Customer or any other person.
d. Customer may be responsible for paying for the following specific expenses related to repairs on Covered Items:
i. Overtime labor charges incurred at the request of Customer to complete repairs outside of the Distributor’s normal working hours.
ii. Additional services performed at the Customer’s request outside the scope of the Coverage Time, including, by way of example but not limitation, replacing parts and components outside such scope during performing a repair on a Covered Item.

Customer Responsibilities: The obligations of Distributor under this Agreement are subject to and conditioned by the Customer’s timely performance of the following, at their own expense:
a. Operate, maintain, store, repair and otherwise use the Machine per the guidelines specified in the O&M Manual, Machine specific Payload Policy and all other notices or letters from Distributor or Komatsu concerning such topics.
b. Maintain the Machine Monitoring Systems in good operating condition and repair.
c. Notify Distributor promptly in the event of failure of a Covered Item. If the Machine is located outside of the Distributor territory at the time of a Covered Item failure, Customer can contact the local Komatsu distributor to carry out the covered repair.

Distributor Responsibilities:
a. Distributor will exercise commercially reasonable efforts to respond promptly to any Customer requests and questions related to this Agreement.
b. Distributor will carry out covered maintenance services during normal Distributor working hours.
c. All program coverages follow the spirit and guidelines outlines in Komatsu Service Policy & Procedure Manual.

Agreement Transferability:
This Agreement is specific to the Machine listed in Section 1. Customer may not assign its right under this Agreement. This maintenance Agreement is transferrable with machine in the case of change in machine ownership. The Unit under changed ownership is eligible to all the services outlined under original contract with no additional costs. Length and duration of Komatsu CARE PLUS II will follow as originally listed.

Agreement Limitation of Liability:
Except as expressly provided in this Agreement and in any written warranty certificate delivered by Distributor to Customer in connection with a purchase, Distributor does not make any representations or warranties, expressed, implied, arising by operation of law or otherwise, as to merchantability, fitness for a particular purpose, quality, design, condition, suitability, performance or any other matter or characteristic with respect to the Machine and any related attachments, options, accessories, modifications, or work equipment. For any failure within the scope of the Coverage Type, Customer agrees that its sole and exclusive remedy will be for Distributor to perform the required repair. Distributor will not be liable under any circumstance to Customer for, and Customer waives and releases Distributor from all claims and liabilities for, any general, special, incidental, punitive, consequential, exemplary or any other damages of whatever kind or nature suffered or incurred by consignee, directly or indirectly, actual or alleged, whether arising in tort or in contract or otherwise, related to or arising out of this Agreement and the Machines and any related attachments, options, accessories, modifications, or work equipment.

Agreed to by Customer and Distributor as of the Effective Date.

Distributor:
By

Customer:
By

Name

Title