



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

HINTON AB BRANCH
235 FELABER ROAD
HINTON, AB T7V 1Z8-
(780)865-5111

INVOICE NO

PREVIEW

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

BILL TO

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-

OWNER

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-
TERRY TAYLOR - 780 223-0403

PAGE 1 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
	UNIT 610058	03-MAY-2012	ISX15 CM2250		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
TRICAN2		09-FEB-2021	79551646	CPL349100	T800
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
30360			536711 / 19653		610058

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1XKDD40X0DJ957761

COMPLAINT

OIL CONSUMPTION - USING AROUND 10 LITRES PER WEEK
EXHAUST LEAK BY SCR

CAUSE

DSID: DSBYG4351

LEAKING OEM EXHAUST PIPE @SCR.
SCR INLET FLANGE RUSTED OFF.
LEAKING BARRING TOOL PLUG IN FRONT GEAR COVER.
LIFTED VALVE STEM SEALS.
POSSIBLE PISTON RING ISSUE.

CORRECTION

10-FEB-2021 TRIP REPORT 80835
COMPLETE PRE-JOB JSA. DROP MOOSE BUMPER & INSPECT. FOUND MINOR OIL LEAK @ BARRING TOOL PLUG IN FRONT GEAR COVER. CONFIRM OIL CONSUMPTION COMPLAINT AS PER TRICAN. REQUEST OIL SAMPLE HISTORY REPORT. INSPECT FOR EXHAUST LEAK, FOUND BROKEN OEM PIPE @ SCR OUTLET AND "Y" PIPE ASSEMBLY. SOMEONE HAS RECENTLY REPLACED A CLAMP @ SCR INLET. APPEARS TO BE STILL LEAKING. SETUP BLOWBY TEST (AMBIENT TEMPS TOO COLD FOR WATER MANOMETER) ROAD TEST @ RATED SPEED/LOAD OVER OBED HILLS, CRANKCASE PRESSURE PASSED @ 6.2 IN/H2O. BRING UNIT INSIDE, CLEAN AROUND VALVE COVER AND REMOVE. INSPECT VALVE STEM SEALS, APPROX. 50% LIFTED. CAM AND ROCKERS IN GOOD CONDITON. REASSEMBLE AND BACK UNIT OUTSIDE. PERFORM STATIONARY REGEN. PERFORM DPF RESTRICTION TEST (HISTORY IS POOR) RESULT PASS BUT BREACH INSPECTION MESSAGE. REMOVE DPF. INSPECT NEW CLAMP ON SCR INLET, FOUND SCR INLET FLANGE RUSTED COMPLETELY OFF. SCR NEEDS TO BE REPLACED. TO REPAIR MAJOR EXHAUST LEAK. TO REPAIR MAJOR EXHAUST LEAK. CLEAN UP & COMPLETE PAPERWORK. SUBMIT DIFICIENCIES LIST TO BE QUOTE.

11-FEB-2021 TRIP REPORT 80837
COMPLETE PRE-JOB JSA. PRESSURE WASH MUD & DEBRIS FROM

GST NUMBER - 88788 0904

TERMS: NET 30 DAYS FROM THE DATE OF PURCHASE. I/we hereby acknowledge the indebtedness of this invoice. If the balance due isn't paid within Cummins Western Canada's credit terms, I agree to pay interest at the rate of 1.5% per month (18.0% per annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer directly.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall use best efforts to meet estimated dates, but shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labour disputes.

7. **LIMITED WARRANTIES.**

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Exchange Components Warranties, ReCon and Other Exchange Components:** Cummins will administer the warranties of other manufacturers' exchange components or ReCon components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attorn to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

HINTON AB BRANCH
235 FELABER ROAD
HINTON, AB T7V 1Z8-
(780)865-5111

INVOICE NO

PREVIEW

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

BILL TO

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-

OWNER

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-
TERRY TAYLOR - 780 223-0403

PAGE 2 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
	UNIT 610058	03-MAY-2012	ISX15 CM2250		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
TRICAN2		09-FEB-2021	79551646	CPL349100	T800
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
30360			536711 / 19653		610058

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1XKDD40X0DJ957761

AFTERTREATMENT. REMOVE DEF INJECTOR (1 BROKEN BOLT)
USED FORKLIFT TO REMOVE AFTERTREATMENT ASSEMBLY FROM TRUCK
CHASSIS AND SET ON FLOOR. REMOVE SCR CATALYST FROM STEP ASSEMBLY.
SOAK ALL SENSORS WITH WD40. WAITING ON PARTS TO ARRIVE.

11-FEB-2021 TRIP REPORT 80725
COMPLETE JSA AND LOTO. CLEANED AROUND VALVE COVER AND FUEL
SYSTEM. REMOVED EGR CROSSOVER TUBE. REMOVED VALVE COVER.
REMOVED BOTH ROCKER LEVER SHAFT ASSEMBLIES. REMOVED ALL
CROSSHEAD. WENT TO ANVIL TRAINING FRO 16-17. UPDATED JSA AND
CONTINUED ON REMOVING ALL 6 INJECTOR SUPPLY LINES AND BAGGED THEM
UP. LOOSENED ALL 6 FUEL CONNECTOR TUBE COLLARS-THE BACK 3 WERE
RUSTY AND SIEZED WITH LIMITED ACCESS TO FREE THEM (.4 HRS) CLEAN UP
AND COMPLETE PAPERWORK

12-FEB-2021 TRIP REPORT 80838
COMPLETE PRE-JOB JSA. USED OXY-ACCTELYNE TO EXTRACT ALL 3 SENSORS
FROM OLD SCR CATALYST AND TO EXTRACT BROKEN BOLT FROM DECOMP
TUBE. INSTALL & NEW SCR CATALYST. INSTALL AFTERTREATMENT ASSEMBLY
BACK ONTO CHASIS. REINSTALL ALL REMOVED COMPONENTS. BOX UP CORE
AND CLEANUP. UNIT NEEDS TO BE RUN TO CHECK FOR EXHAUST LEAKS.
COMPLETE PAPERWORK. COMPLETE OIL CHANGE WITH VALVOLINE PREMIUM
VALVE RESTORE. PLACE TOP UP JUGS IN CAB.

12-FEB-2021 TRIP REPORT 80901
COMPLETED JSA & LOTO. BRGAN REMOVING FUEL TUBES FROM HEAD,
BAGGING THEM AND LABELLING THEM. REMOVED 6 INJECTORS FROM THE
CYLINDER HEAD. BARRED OVER TO #1 TOP DEAD CENTER, COMPRESSED THE
VALVE SPRINGS, DISCARDED COLLECTS AND SEALS. REPLACED SEAL WITH
UPDATED VALVE SEALS, INSTALLED SPRINGS & ROTATORS AND INSTALLED
NEW COLLETS. REPEATED THESE STEPS WITH ALL OTHER CYLINDERS UNTIL I
GOT TO CYL #6 WHERE I FOUND A BROKEN VALVE SPRING. THIS COULD HAVE
DESTROYED THE ENGINE AND COULD BE A SIGN THAT THE OTHER SPRINGS

GST NUMBER - 88788 0904

TERMS: NET 30 DAYS FROM THE DATE OF PURCHASE. I/we hereby acknowledge the
indebtedness of this invoice. If the balance due isn't paid within Cummins Western Canada's
credit terms, I agree to pay interest at the rate of 1.5% per month (18.0% per annum) both before
and after judgement plus all cost incurred in the collection of the balance owing; including legal
fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer directly.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall use best efforts to meet estimated dates, but shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labour disputes.

7. **LIMITED WARRANTIES.**

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Exchange Components Warranties, ReCon and Other Exchange Components:** Cummins will administer the warranties of other manufacturers' exchange components or ReCon components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attorn to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

HINTON AB BRANCH
235 FELABER ROAD
HINTON, AB T7V 1Z8-
(780)865-5111

INVOICE NO

PREVIEW

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

BILL TO

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-

OWNER

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-
TERRY TAYLOR - 780 223-0403

PAGE 3 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
	UNIT 610058	03-MAY-2012	ISX15 CM2250		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
TRICAN2		09-FEB-2021	79551646	CPL349100	T800
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
30360			536711 / 19653		610058

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

1XKDD40X0DJ957761

ARE FATIGUED. RECOMMENDED TO CUSTOMER TO REPLACE ALL 24 AND THEY AGREED. WORKED WITH TANYA AND SOURCED PARTS. COMPLETE PAPERWORK.

16-FEB-2021 EMAIL- CROSSOVER NOTES FOR SHIFT COMING IN.

18-FEB-2021 TRIP REPORT 120541

WENT TO UNIT. CHECKED OUT JOB AREA, FILLED OUT JSA. CHECKED NEW VALVE SPRINGS. PREPPED #6, INSTALLED NEW SPRINGS WITH NEW COLLETS, USING TOOLING. REMOVED TOOLING, INSTALLED #1 & REMOVED OLD SPRINGS INSTALLED NEW WITH NEW COLLETS, REMOVED TOOLING. BARRED ENGINE OVER, INSTALLED NEW SPRING ON #2 & #5 AS PER QSOL. BARRED ENGINE OVER, INSTALLED NEW SPRINGS & COLLETS ON #3 & #4 AS PER QSOL. VALVE SPRINGS & SEALS HAVE BEEN REPLACED. CLEANED UP WORK AREA & TOOLS. COVERED UP.

19-FEB-2021 TRIP REPORT 120543

WENT TO UNIT. CHECKED OUT JOB AREA, FILLED OUT JSA. REMOVED COVER. VALVE SET MARKS ON FRONT DAMPNER ALMOST RUSTED OFF. TOOK SOME WORK TO FIND ETCHINGS. INSTALL ALL CROSSHEADS, BARRED ENGINE TO "A", SET REAR ROCKER SHAFT ASSEMBLY. TORQUED AS PER PROCEDURE IN QSOL BAR OVER TO "B" SET FRONT ROCKER SHAFT ASSEMBLY. TORQUE TO SPEC.

19-FEB-2021 TRIP REPORT 120543

BAR OVER TO "B" SET FRONT ROCKER SHAFT ASSEMBLY, TORQUE TO SPEC. PERFORMED VALVE AND ENGINE BRAKE SET. HAD TO ADJUST FRONT ROCKER SHAFT TO GET ENGINE BRAKE RUNNING CLEARANCE IN SPEC. COMPLETED VALVE SET. INSTALLED INJECTOR AND BRAKE WIRING, TIGHTENED. INSTALLED VALVE COVER WITH NEW GASKET & TORQUED TO SPEC. PREPPED HIGH PRESSURE FUEL LINES & INSTALLED ON UNIT. CLEANED UP TOOLS & WORK AREA.

20-FEB-2021 TRIP REPORT 120544

GST NUMBER - 88788 0904

TERMS: NET 30 DAYS FROM THE DATE OF PURCHASE. I/we hereby acknowledge the indebtedness of this invoice. If the balance due isn't paid within Cummins Western Canada's credit terms, I agree to pay interest at the rate of 1.5% per month (18.0% per annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer directly.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall use best efforts to meet estimated dates, but shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labour disputes.

7. **LIMITED WARRANTIES.**

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Exchange Components Warranties, ReCon and Other Exchange Components:** Cummins will administer the warranties of other manufacturers' exchange components or ReCon components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attorn to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

HINTON AB BRANCH
235 FELABER ROAD
HINTON, AB T7V 1Z8-
(780)865-5111

INVOICE NO

PREVIEW

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

BILL TO

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-

OWNER

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-
TERRY TAYLOR - 780 223-0403

PAGE 4 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
	UNIT 610058	03-MAY-2012	ISX15 CM2250		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
TRICAN2		09-FEB-2021	79551646	CPL349100	T800
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
30360			536711 / 19653		610058

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1XKDD40X0DJ957761

WENT TO UNIT. TORQUED ALL HIGH PRESSURE FUEL LINES TO SPEC AS PER QSOL. TORQUED VALVE COVER TO SPEC. INSTALLED CRANKCASE BREATHER ASSEMBLY & TIGHTENED. HOOKED UP HOSES. HOOKED UP ALL WIRING. CLEANED & INSTALLED POSITIVE AIR SHUT OFF, TIGHTENED CLAMPS. CHECKED LEVELS. HOOKED UP LAPTOP. CLEARED CODES. PUT STEPS ON. RAN UP TO TEMP. PERFORMED REGEN. NO LEAKS, NO FAULTS, CALLED CUSTOMER. CLEANED UP TOOLS, WORK AREA. PUT AWAY SHOP TOOLING. REPAIR COMPLETE.

COVERAGE CUSTOMER BILLABLE

NOTE - ADDITIONAL WORK TO REPLACE ALL VALVE SPRINGS OK'D BY DARCY ELLIOT - 12-FEB-2021

REMARK

LABOUR DETAILS

43.6 HRS @ \$181.00 LABOUR REGULAR TIME

FRIEGHT FOR PARTS FROM CALGARY \$20, FREIGHT FOR ENGINE DOWN FROM MEMPHIS FOR SPRINGS \$40

15	15	877377	868101 OIL, RESTORE P.B.	WC-VALVOLINE	78.10	1,171.50
1	1	3688113	PLUG,GEAR COVER	CECO	14.90	14.90
1	1	LF14000-NN	PAC,LF	FLG	29.39	29.39
1	1	EHC>203MM	ENVIRONMENTAL CHARGE	EC-NONSTOCK	1.00	1.00
1	1	3104392	GASKET,VALVE COVER	CECO	67.77	67.77
6	6	3347939	SEAL,O RING	CECO	3.62	21.72
6	6	2872717	SEAL,INJECTOR	CECO	4.71	28.26

GST NUMBER - 88788 0904

TERMS: NET 30 DAYS FROM THE DATE OF PURCHASE. I/we hereby acknowledge the indebtedness of this invoice. If the balance due isn't paid within Cummins Western Canada's credit terms, I agree to pay interest at the rate of 1.5% per month (18.0% per annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer directly.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall use best efforts to meet estimated dates, but shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labour disputes.

7. **LIMITED WARRANTIES.**

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Exchange Components Warranties, ReCon and Other Exchange Components:** Cummins will administer the warranties of other manufacturers' exchange components or ReCon components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attorn to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

HINTON AB BRANCH
235 FELABER ROAD
HINTON, AB T7V 1Z8-
(780)865-5111

INVOICE NO

PREVIEW

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

BILL TO

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-

OWNER

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-
TERRY TAYLOR - 780 223-0403

PAGE 5 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
	UNIT 610058	03-MAY-2012	ISX15 CM2250		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
TRICAN2		09-FEB-2021	79551646	CPL349100	T800
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
30360			536711 / 19653		610058

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1XKDD40X0DJ957761					
6		6	4984152	SEAL,O RING	CECO	3.46	20.76
24		24	4356366	SEAL,VALVE STEM	CECO	5.47	131.28
48		48	3680883	COLLET,VALVE	CECO	2.42	116.16
1		1	4329097	DEVICE,AFTERTREATME	CECO	1,960.88	1,960.88
3		3	2866337	GASKET, AFM DEVICE	CECO	13.32	39.96
1		1	4376837	KIT,HARDWARE	CECO	54.23	54.23
1		1	2880213	CLAMP,V BAND	CECO	63.30	63.30
2		2	2880215	GASKET, AFM DEVICE	CECO	18.33	36.66
12		12	TY28MX	TY-RAPS	WC-OTHER	.31	3.72
24		24	3679551	SPRING,VALVE	CECO	14.39	345.36
10		10	TY28MX	TY-RAPS	WC-OTHER	.31	3.10

PARTS:	4,109.95
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	4,109.95
SURCHARGE TOTAL:	0.00
LABOR:	7,891.60
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	7,891.60
MISC.:	360.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	360.00
FREIGHT	60.00
SHOP SUPPLIES	150.00

GST NUMBER - 88788 0904

TERMS: NET 30 DAYS FROM THE DATE OF PURCHASE. I/we hereby acknowledge the indebtedness of this invoice. If the balance due isn't paid within Cummins Western Canada's credit terms, I agree to pay interest at the rate of 1.5% per month (18.0% per annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer directly.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall use best efforts to meet estimated dates, but shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labour disputes.

7. **LIMITED WARRANTIES.**

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Exchange Components Warranties, ReCon and Other Exchange Components:** Cummins will administer the warranties of other manufacturers' exchange components or ReCon components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attorn to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.



Sales and Service

REMIT TO:
CUMMINS CANADA ULC
PO BOX 2521 STN M,
CALGARY AB T2P 0T6

HINTON AB BRANCH
235 FELABER ROAD
HINTON, AB T7V 1Z8-
(780)865-5111

INVOICE NO

PREVIEW

REMIT TO: PO BOX 2521 STN M,
CALGARY AB T2P 0T6

BILL TO

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-

OWNER

TRICAN WELL SERVICE LTD
EMAIL INVOICES TO
APINVOICES@TRICAN.CA
CALGARY, AB T2P 4G8-
TERRY TAYLOR - 780 223-0403

PAGE 6 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
	UNIT 610058	03-MAY-2012	ISX15 CM2250		KENWORTH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
TRICAN2		09-FEB-2021	79551646	CPL349100	T800
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
30360			536711 / 19653		610058

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1XKDD40X0DJ957761

ROAD KILOMETER	2.00
ELECTRONIC TOOLING FEE	50.00
HAZ WASTE DISPOSAL	100.00
SVC LABOR DISCOUNT	- 2.00
GST	618.08

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

EN RAISON DE LA PANDÉMIE DE LA MALADIE COVID-19 DÉCOULANT DU NOUVEAU CORONAVIRUS, DES RETARDS TEMPORAIRES DE LIVRAISON, DE MAIN D'OEUVRE OU DE SERVICE PAR CUMMINS ET SES SOUS-TRAITANTS POURRAIENT SURVENIR. LES OBLIGATIONS DE LIVRAISON DE CUMMINS POURRAIENT, ENTRE AUTRES, ÊTRE AFFECTÉES PAR L'APPROVISIONNEMENT DE SES SOUS-TRAITANTS OU SOUS-CONTRACTANTS; CUMMINS SE RÉSERVE LE DROIT D'EFFECTUER DES LIVRAISONS PARTIELLES OU DE MODIFIER SON OFFRE DE MAIN D'OEUVRE ET SERVICES. BIEN QUE CUMMINS FASSE TOUS LES EFFORTS COMMERCIALEMENT RAISONNABLES POUR RESPECTER SES OBLIGATIONS DE LIVRAISON, DE SERVICE OU D'ACHÈVEMENT DES TRAVAUX, TELLES QUE DÉCRITES DANS LES PRÉSENTES, CES DATES SONT SUJETTES À CHANGEMENT.

GST NUMBER - 88788 0904

TERMS: NET 30 DAYS FROM THE DATE OF PURCHASE. I/we hereby acknowledge the indebtedness of this invoice. If the balance due isn't paid within Cummins Western Canada's credit terms, I agree to pay interest at the rate of 1.5% per month (18.0% per annum) both before and after judgement plus all cost incurred in the collection of the balance owing; including legal fees and disbursements on a solicitor/client basis.

SUB TOTAL: 12,361.55

TOTAL TAX: 618.08

TOTAL AMOUNT: CA \$ 12,979.63

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Canada ULC (hereinafter referred to as "Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law, whichever is lesser. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** If stated on the Quote/Invoice, the applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), sales, use, or other similar taxes, which Cummins is required by applicable laws to collect from Customer under this Agreement, are included. Customer must provide a valid exemption number prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered EXW Cummins facility (Ex Works as defined in the most recent version of the Incoterms). If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer directly.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall use best efforts to meet estimated dates, but shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labour disputes.

7. **LIMITED WARRANTIES.**

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Exchange Components Warranties, ReCon and Other Exchange Components:** Cummins will administer the warranties of other manufacturers' exchange components or ReCon components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment, for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS AND CUMMINS INC. TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE LIMITED WARRANTIES AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS AND CUMMINS INC. EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins and Cummins Inc. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins and/or Cummins Inc. related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, CUMMINS INC. AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND/OR DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER WAIVES AND RELEASES CUMMINS AND CUMMINS INC. OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH CUSTOMER OR ANY THIRD PARTY MAY SUFFER IN ANY WAY RELATED TO OR ARISING FROM SERVICES PERFORMED OR GOODS SUPPLIED BY CUMMINS OR CUMMINS INC. UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY CUMMINS OR CUMMINS INC. IN NO EVENT SHALL CUMMINS' OR CUMMINS INC.'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED, AS APPLICABLE TO ANY CLAIM, THE TOTAL COST OF SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT OR THE TOTAL COST OF THE GOODS SUPPLIED UNDER THIS AGREEMENT.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located. With respect to any dispute, claim or controversy in any way related to or arising from this Agreement, including any dispute, claim or controversy in any way relating to or arising from the Goods or Services supplied under this Agreement, the parties irrevocably attorn to the sole and exclusive jurisdiction of the courts of the Province of Canada where the Cummins branch supplying the Goods or Services under this Agreement is geographically located.

11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of Cummins Inc. and its direct and indirect subsidiaries, affiliates and distributors and their directors, officers and employees. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures.

16. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

17. **LANGUAGE.** Les Parties se sont entendues pour que la présente entente soit écrite en anglais. The Parties agree that this Agreement shall be drafted in English.