



Foley Equipment Company
Equipment Protection Plan (EPP)
Powertrain & Hydraulics
Contract # EP250402-012

Customer Name: . . : E S I CONTRACTING CORP
Address: :
3001 E 83RD ST
KANSAS CITY, MO 64132-2547

Acct #: : 017726
Phone #: : 816 523 5081

Contact Name: . . . : ALAN WOLFE
E-Mail: : AEWESI@ESI-CC.COM

Make	Model	Serial Number	Meter Reading
Caterpillar	CS56B	0S5601621	1290.0

This Agreement between Foley Equipment Company ("Foley") and the undersigned ("Customer") shall be in effect for 24 months from the plan start date of April 6, 2025 and shall terminate thereafter or upon the Equipment reaching 3,290.0 hours of operation, whichever occurs first.

This agreement is not to be considered valid without reference to the following attachment[s]:

- 1) Standard Terms and Conditions [Revision # 201110]
- 2) Powertrain & Hydraulics Coverage Description [Revision # 201801]

Travel & mileage to correct defects in material and/or workmanship is NOT included.

By Alan Wolfe
Title presided'in'it
Date 4/4/2025

Foley Equipment Company
By P.P. Jeff Fouracker by Tracy Bryan
Title V.P. of Sales
Date 4/2/2025

FOLEY EQUIPMENT

EPP TERMS AND CONDITIONS

Foley hereby warrants the general machine and systems as listed on the Coverage Provisions page of this coverage statement to be free from manufacturing defects in material and workmanship for the extended coverage period during the terms hereof. Remedies under this Agreement are limited to repair or replacement (including both parts and labor) of inspected parts determined by Foley to have been defective in material or workmanship. Repairs shall be performed as scheduled during Foley's regular working hours at a Foley service location. Unless otherwise stated, all machine transportation costs to and from the Foley service location shall be paid by Customer. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges.

If Customer requests services from Foley Equipment for repairs other than what this Agreement provides, Customer shall pay Foley's customary parts and labor charges. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Caterpillar on the Equipment.

Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accident, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments. Foley shall not be responsible for repairs resulting from Customer's use of Equipment in a manner or location other than as set forth herein. Replacement parts provided are warranted only for the remainder of the extended coverage period applicable to the product in which installed.

Customer shall make the Equipment available for repairs and inspections as needed or requested by Foley. Customer must perform the maintenance as prescribed by the manufacturer's lube and maintenance guide. Any malfunction of the service meter shall be reported to Foley, in writing, within thirty (30) days of said malfunction. If said malfunction is not reported within said time, this Agreement shall be deemed null and void at the option of Foley. All repairs to Equipment covered by this Agreement shall be made with genuine O.E.M. new or remanufactured parts. Customer will repair or replace any damage to all noncovered items regardless of insurance coverage. In the event that Customer shall fail to do so, this Agreement shall be of no further force or effect unless Foley otherwise (in its sole discretion) agrees. Minor covered repairs that do not affect the immediate and safe operation of the Equipment will be completed at Foley's discretion.

Customer will use, operate, maintain and store the Equipment in a reasonable and proper manner, in compliance with (i) all operating manuals, maintenance manuals, and instructions provided, and (ii) all applicable laws and regulations. **Scheduled oil sampling is a required procedure in properly maintaining the Equipment.** Customer shall not change the intended use of the Equipment from that specified herein. The Equipment is to be used by Customer exclusively and not subleased, loaned, or otherwise used by persons or entities other than Customer. Customer shall not alter the Equipment or affix any accessory thereto if such alteration or addition would impair the originally intended function or use or reduce the value of the Equipment. Foley shall be entitled to terminate this Agreement if the foregoing provisions are violated.

Foley is a vendor/independent contractor. Nothing herein shall create a partnership, joint venture or employment relationship between the parties.

Customer may assign this Agreement, but only with the written consent of Foley. Any attempt to do so without such written consent shall be void and of no effect. Foley may assign this Agreement; but no such assignment shall relieve Foley from any liability hereunder. This Agreement may be amended at any time by an agreement in writing executed with the same formality as this Agreement. This Agreement may not be modified orally. The parties to this Agreement shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the parties to this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as is possible.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Kansas, without regard to the principles of conflicts of law. Any and all actions in law, equity, or otherwise arising under this Agreement, or in any manner from the transactions contemplated herein, shall be brought either in the U.S. District Court for the District of KS, sitting in Wichita, KS, or the 18th Judicial District, District Court, Sedgwick County, KS, and in no other court or jurisdiction. Each party hereto hereby consents to the jurisdiction of said courts. This contract shall be deemed to have been made in Wichita, KS.

No provision of this Agreement shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision; and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the provisions of this Agreement.

FOLEY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT, PARTS, OR SERVICES, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. FOLEY FURTHERMORE DISCLAIMS, AND CUSTOMER EXPRESSLY DISCLAIMS, ANY RELIANCE ON STATEMENTS MADE BY FOLEY OR ITS AGENTS. EXCEPT FOR ANY EXPRESS WARRANTIES EXTENDED IN WRITING BY CATERPILLAR, INC., THE EQUIPMENT, ALL PARTS, AND ALL SERVICES PROVIDED HEREUNDER ARE SOLD, LEASED, OR PROVIDED "AS IS" AND WITH ALL FAULTS. FOLEY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, PARTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, OR WARRANTY THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL REGULATIONS, SPECIFICATIONS, OR REQUIREMENTS. PERFORMANCE OF THE REPAIRS OR ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER ANY WARRANTY EXTENDED BY FOLEY. CUSTOMER HEREBY WAIVES, AND FOLEY SHALL NOT BE LIABLE FOR, ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST FOLEY FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE), OR EXPENSE CAUSED BY THE EQUIPMENT, PARTS, OR SERVICES. WITHOUT LIMITING THE FOREGOING, LOSS OF EQUIPMENT USE, INCONVENIENCE, STORAGE, LOSS OF TIME OR PAYMENT, DELAY PENALTIES, AND SUBSTITUTE RENTAL SHALL REMAIN THE SOLE RESPONSIBILITY OF CUSTOMER, AND FOLEY SHALL HAVE NO LIABILITY THEREFOR.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Customer	DocuSigned by: <i>Alan Wolfe</i> Signed 2003071A07104FE...	4/4/2025 Date
	Alan wolfe Printed Name	presided'in'it Title
Foley Equipment	<i>PP Jeff Fouraker by Tracy Bryan</i> Signed	4/2/2025 Date
	Printed Name PP Jeff Fouraker by Tracy Bryan	Title <i>V.P. of Sales</i>