



SALES AGREEMENT

DATE

Dec 10, 2025

Agreement Number: 372335

HOLT TEXAS LTD., 5665 Southeast Loop 410, San Antonio, TX78222 Phone: (800) 275-4658

CUSTOMER								
STREET ADDRESS					<SAME>			
CITY/STATE			COUNTY/COUNTRY					
POSTAL CODE			PHONE NO.					
EQUIPMENT								
PRODUCT SUPPORT								
INDUSTRY CODE:			PRINCIPAL WORK CODE					
			F.O.B. AT: North Dallas - Machine Division					
			SHIP VIA:					
CUSTOMER NUMBER			Sales Tax Exemption # (if applicable) - TYPE: N/A N/A		CUSTOMER PO NUMBER	LKE (Yes / No)		
PAYMENT TERMS: (Payment Terms are subject to Finance Company – OAC approval)								
NET PAYMENT ON RECEIPT OF INVOICE	☐	NET ON DELIVERY	☐	FINANCIAL SERVICES	☒	CSC ☐ LEASE ☐ Net 30		
CASH WITH ORDER	N/A	BALANCE TO FINANCE		CONTRACT INTEREST RATE		RELEASE NUMBER		
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED								
MAKE: CATERPILLAR INC		MODEL: 336 12		YEAR: 2025				
ID NUMBER: HL2002298		SERIAL NUMBER: 0RDL30668		SMU: 6				
336 08D HEX CFG1	650-7756	FRAME, SWING, STD	604-1207	BOOM TUBE W/EOU	523-7799			
336 08 HEX	607-4537	COOLING LINES W/O HEATER	608-0086	UNDERCARRIAGE, LONG WIDE	611-3487			
COMMON ARRANGEMENT	607-4554	ROLLER, STD	608-0905	TRACK, 33" TG, GLT-4	637-4506			
GUARD, SWIVEL	134-8887	BEACON SOCKET	613-9125	GUARD, TRACK GUIDE SEGMENTED	502-1304			
CAB MOUNT, ROPS	487-6904	WIRING, 336 DX/PREMIUM	622-8577	FAN, REVERSE	608-0093			
DRINK HOLDER	488-6534	BEARING, SWING STD	514-3560	HYD PKG, HL STD	613-5992			
COVER, REAR HEADER	488-6553	COUNTERWEIGHT, 14,990LBS	575-2694	RETURN PIPE, STD	503-9779			
PEDAL, STRAIGHT TRAVEL	490-7715	LINES, A/C	577-7868	VALVE, HYDRAULIC, HL	504-1790			
STORAGE BOX, STD	498-7500	LANE 3 ORDER	0P-9003	LINES-MAKE UP, STD	571-1675			
VALVE, FINE SWING	504-4483	BOOM, REACH 21'4", EOU	613-5535	FILM, EXTERIOR, ANSI	615-4686			
SENSOR, PRESSURE, EOU	513-3214	STICK, R12'10" DB, EOU	613-5540	FILM, INTERIOR, ANSI	573-4351			
RECEIVER, BLUETOOTH	524-8272	LINKAGE, BKT DB W/EYE GRADE	521-8024	FILM, OPERATING PATTERN, 2WAY	520-9418			
MACHINE ECM	525-7678	CYLINDER, BOOM	512-0983	CONTROL, QC	517-4758			
LIGHT, CHASSIS	577-6874	CYLINDER, STICK	512-0995	LINES, DRAIN, PG QC	550-7622			
TRAVEL, ALARM	592-8324	CYLINDER, BKT DB	512-0999	SWITCH, DISCONNECT W/ JS	636-1014			
TRADE-IN EQUIPMENT								
MODEL: RM300 - CATERPILLAR INC(AA)	YEAR: 2011	SN:	TERMS OF SALE					
PAYOUT TO:	AMOUNT:	PAID BY: Dealer	SALE PRICE					
MODEL:	YEAR:	SN:	EXT WARRANTY Included					
PAYOUT TO:	AMOUNT:	PAID BY:	TRADE ALLOWANCE					
MODEL:	YEAR:	SN:	SUB TOTAL					
PAYOUT TO:	AMOUNT:	PAID BY:	SALES TAX (8.25%)					
MODEL:	YEAR:	SN:	HET (0.181%)					
PAYOUT TO:	AMOUNT:	PAID BY:	TERP (1.5%)					
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			DOCUMENT FEE					
			TRADE-IN PAYOUT					
			TOTAL PURCHASE PRICE					
IT IS HOLT'S INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, HOLT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF HOLT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.							EQUIPMENT WARRANTY	
DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:							Customer acknowledges that they have received a copy of any warranty and have read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.	
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.							12 Month/Unlimited Hours Total Machine	
HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THE EQUIPMENT IS SOLD ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS. CUSTOMER ACKNOWLEDGES THAT USED EQUIPMENT MAY OR MAY NOT HAVE THE ORIGINAL OEM MANUALS, AND THAT SUCH MANUALS SHOULD BE PURCHASED BY CUSTOMER PRIOR TO USE OR MAINTENANCE OF THE EQUIPMENT.							336-12 MO/8760 HR POWERTRAIN, 336-36 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH	
OTHER TERMS AND CONDITIONS							INITIAL	
ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.							ds-init1	
THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.							CSA: 336-08-3YR/3000HR All PM Intervals Parts Only Kits - Wet/Dry Filters, including Air Filters (excludes fluids) SN: RDL	
NOTES:								
THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED								
Date			Date					
ORDER RECEIVED BY			CUSTOMER					
SALES MANAGER			By					
SIGNATURE			SIGNATURE					
TITLE			TITLE					

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT: This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.

2. TITLE TO EQUIPMENT: Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.

3. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

4. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.

5. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.

6. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.

7. SECURITY AGREEMENT: Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.

8. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

9. REMEDIES ON DEFAULT: In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.

11. ASSIGNMENT: HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to CATD Exchange Services LLC. No assignee of HOLT, including CATD Exchange Services LLC, as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.

12. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.

13. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

14. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The agreement governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the agreement for comprehensive definitions). **Right to a jury trial is hereby waived by all parties.**

15. ARBITRATION: Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.

16. Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively, "Caterpillar") and HOLT each collect, use, retain disclose and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or HOLT products and services. Caterpillar's Global Data Privacy Statement (GDPS) is available at <http://www.caterpillar.com/dataprivacy>. HOLT's privacy statement is available at <https://www.holtcat.com/privacy>. HOLT and Caterpillar may share or disclose said personal information with the other. HOLT may also share personal, product and other types of information with other third parties for business related purposes. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or HOLT.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](https://www.caterpillar.com/en/legal-notices/data-governance-statement.html) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

Caterpillar: Confidential Green

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

HOLT CAT LETTER OF PARTICIPATION

At HOLT CAT, we value your business and are committed to helping you extend the life of your equipment while maximizing your investment. With proper care and maintenance, your CAT machine is designed to stay on the job and deliver exceptional performance.

As a loyal customer, we're pleased to provide support for the first year of ownership with every CAT machine purchase, which includes HOLT CAT notifications for recommended maintenance services.

To make the most of this support, we recommend that you:

1. Purchase CAT Genuine parts exclusively from HOLT CAT or online at parts.cat.com
2. Leverage HOLT CAT's expert systems to perform one of the following:
 - (a) Oil sampling analysis at each of your service intervals
 - (b) Conduct an annual Visual Inspection with CAT Inspect or CWMS Inspection
3. Authorize digital data collection from your equipment to Caterpillar and maintain consistent machine connectivity

By following the recommendations above and utilizing HOLT CAT's technical expertise, professional advice, and ongoing support, you can experience the following benefits:

1. Early problem detection, aimed at reducing downtime, repair costs, and maximizing equipment life
2. Efficient management of budgets, quotes, and invoices
3. Assistance in managing overall equipment lifecycle costs

To confirm your participation, please sign below and return a signed copy. Thank you for choosing HOLT CAT as your trusted partner in maximizing the value of your CAT equipment.

Signed: _____

Company: _____

Name: _____

Equipment Model: _____

Email Address: _____

Serial Number: _____

Position: _____

Date: _____



This letter of participation does not alter the Caterpillar warranty applicable to the equipment, and is otherwise supplied subject to HOLT CAT's Terms and Conditions of Software License and Services Agreement and HOLT CAT's Terms and Conditions for the Sale of Machines, Parts and Services by HOLT CAT (Excluding Rentals) available at holtcat.com/terms.