Warranty Solutions

The Extended Warranty Coverage by SMS Equipment Inc. ("**SMS**") is for the benefit of the customer named below (the "**Owner**"), will start when the Original Equipment Manufacturers ("**OEM**") Product Warranty ends.

The Owner agrees to the Warranty Solution level of coverage as per the initialed box below:

Coverage Description:	Selected Coverage: Sword	Shield	Armour
			✔
Engine Including Electronic Controllers and Wiring Harness	●	●	●
Engine Emission System DPF, CCV, EGR, SCR, DEF System	●	●	●
Dampner, Power Take Off, Pump Drive Gear Box, Transfer Box	●	●	●
Torque Converter Including Modulating Slip Clutch	●	●	●
Transmission Including Pumps, Electronic Controllers, and Wiring Harness	●	●	●
Bevel Gear and Shaft, Planetary Steering Units, Steering Clutches	●	●	●
Final Drives, Differentials, Axle Assemblies	●	●	●
Tandem Drives, Drive Shaft, HST/HMT/HSS	●	●	●
Intelligent Machine Control (iMC)'s Wiring Harness and Sensors	●	●	●
Oils, Fluids and Filters if used in Repair	●	●	●
Piston Pump and Motors		●	●
Steering and Gear Pumps		●	●
Hydraulic Control Values and Cylinders		●	●
Hydrostatic Drive System		●	●
Hydraulic Vibration System Components		●	●
Accumulators (Brake, Steering, Hydraulic)		●	●
Swing Gear Box and Swing Bearing		●	●
Vibration Mechanism			●
Alternators and Starters			●
Radiators			●
Cab Heater and Air-Conditioning			●
Wiring Harnesses			●
All Electrical and Electronic Parts			●

The OEM Product Warranty commences on: 01-Sep-2023 (DD/MMM/YYYY)

The Extended Warranty ends on 31-Aug-2028 (DD/MMM/YYYY) or after 6000 hours of use as shown on the service meter attached to the Registered Machine, whichever occurs first.

Registered Machine Model: D71PX-24 Registered Machine Serial Number 71417

I have read and understand all of the terms and conditions for the Extended Warranty

Customer Name: Bandit Pipelines Ltd. Address: Box 12248, Lloydminster, Alberta, T9V 3C5

Customer's Signature: _____ **SMS Equipment Inc.** Evan Vouw

(Warranty certificate not valid unless signed by SMS authorized signatory)

Date Signed: 19-Aug-2026 (DD/MMM/YYYY)

(Office Use Only) Unit Number MD0049913

General Terms and Conditions

1. Subject to these terms and conditions, SMS will repair, or at its discretion, replace any parts and components of the Registered Machine found to be defective in material or workmanship during the applicable warranty period as described on page 1.

2. For each warranty claim, there is no additional charge for up to 2 round trips by SMS personnel to site of Owner's operations to perform warranty service on the Registered Machine, including the following:

   a. a total of 1000 kms round-trip maximum; and
   b. a maximum of 12.5 hours travel time round-trip, during regular business hours.

   Travel distance or time beyond the noted limits shall be charged to Owner at SMS' prevailing rates. If warranty field work is not practical, at SMS' sole discretion warranty services may be performed by SMS at its facilities during regular business hours and the cost to transport the Registered Machine or the defective parts or components to and from SMS' facility are to be paid by the Owner. The travel coverage outlined in this section does not apply to Takeuchi equipment.

3. The Registered Machine is the unit described on page 1, which has been purchased from SMS by the Owner.

4. This Extended Warranty does not cover the following: paint and finish, undercarriage wear parts, rubber tracks, all greaseable joints, operator's seat and all related seat parts (minus air ride system and heater kit), wiper blades, cables, oils, belts, filters, screens and elements, bulbs, brake pads and discs, fuses, batteries, tires, vibration bearings and seals, boom and stick attachments.

5. If SMS replaces a part or component of a Registered Machine under this warranty, the part or component removed becomes the property of SMS. The replacement part or component installed becomes the property of the Owner and is included in the balance of the term of this Extended Warranty. If SMS repairs a part or component, the repaired part or component included in the balance of the term of this Extended Warranty.

6. SMS shall have no obligation for the following:

   a. defects or failures caused by misuse, misapplication, negligence, accident, acts of God, vandalism or deliberate act or failure to maintain (including periodical oil sampling as described below) or resulting from use other than in full compliance with the most current, applicable instructions issued by manufacturers or SMS;
   b. alterations which are unauthorized by SMS and which in the sole judgment of SMS adversely affect the performance or safety of the Registered Machine or any of its parts or components;
   c. defects or failures caused by the failure to furnish normal maintenance or operating services for the Registered Machine including, but not limited to, providing lubricants, fuel, tune-ups, inspections, oil sampling or adjustments;
   d. defects or failures caused by any attachment or parts or components not manufactured by the original manufacturers or their subsidiaries (collectively "non-OEM Parts");
   e. if Owner does not notify SMS of the claimed defect promptly after the defect occurs, if notice is not provided during the warranty period, or if the Registered Machine is not promptly made available to SMS for repair;
   f. defects or failures resulting from the Owner's delay in making the Registered Machine available to SMS for repair or service after SMS has notified the Owner of a potential problem as identified by the manufacturer or by SMS itself;
   g. if any repair or replacement of any part or component shall have been undertaken by anyone other than SMS;
   h. for premiums charged for overtime labor requested by the Owner;
   i. for defects or failures resulting from improper storage or improper transportation of the Registered Machine, part or component;
   j. for excessive cleaning performed by SMS if required in preparation for warranty repairs;
   k. for repairs or replacements required as a result of normal wear of products or parts, or required as a result of abuse;
   l. if the Registered Machine is used outside Canada at any time;
   m. attachments not manufactured by original equipment manufacturer, whether or not the attachment has a warranty from the attachment manufacturer.

7. ***In addition to factory recommended maintenance practices, the Owners are required to complete regularly scheduled oil samples (engines and other lubricated components at every drain interval or 500 hours, whichever comes first) for the Registered Machine. Owner will provide Oil reports to SMS promptly upon request.***

8. **WARNING RE: NON-OEM PARTS:** SMS strongly discourages the use of non-OEM Parts in Registered Machines. Non-OEM Parts may not be designed, manufactured or assembled to the manufacturer's design specifications, and use of non-OEM Parts may compromise the safe operation of the manufacturer's products and place the operator and others in danger if the non-OEM Part fails.

9. If Owner uses non-OEM Parts, Owner accepts full responsibility for the safe performance of the non-OEM Parts, and of the Registered Machine if non-OEM Parts are used. SMS is not responsible for the failure or performance of non-OEM Parts in the Registered Machine, including for any damage or personal injury resulting from or related to the Owner's use of non-OEM Parts.

10. This document, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of British Columbia.

11. This Extended Warranty is assignable, but only with the prior written consent of SMS, which consent not to be unreasonably withheld.

12. The Parties, namely SMS and the Owner, confirm that they have requested and agreed that this document and any document, including notices, relating to this agreement be in the English language only. *Les parties, soit SMS et le propriétaire (Owner), conferment qu'ils ont exigé et convenu que ce document ainsi que tous les documents s'y rattachant, y compris tous avis, soient rédigés en anglais seulement.*
    THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN PLACE OF ALL OTHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS APPLICABLE TO THE REGISTERED MACHINE INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
    IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR ALLEGED NEGLIGENCE OR LIABILITY WITHOUT FAULT, SHALL SMS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE REGISTERED MACHINE OR ANY COMPONENTS THEREOF OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME COSTS, LABOR COSTS, OR CLAIMS OF CUSTOMERS, PURCHASERS OR LESSEES FOR SUCH DAMAGES.
    THE ONLY REMEDIES AVAILABLE ARE THOSE UNDER THIS WARRANTY.

Customer's Initials