

## DECLARATIONS

This Power-Start contract defines the criteria for the payment of the Cat® Power-Start Payment in the event of a failure of the GenSet to start, in accordance with the terms of this Power-Start contract. This Power-Start contract is subject to the applicable exclusions listed under iii. EXCLUSIONS AND LIMITATIONS.

## DEFINITIONS

“Authorized Dealer” means a dealer authorized by the Manufacturer to sell, service and repair Covered Equipment.

“Authorized Representative” means a representative authorized by the Provider to act on Provider’s behalf.

“Active Fault Codes” means events and diagnostic codes identified through the engine and generator controller which need immediate attention for the health of the GenSet.

“Caterpillar” means Caterpillar Inc. and any of its direct or indirect subsidiaries.

“Caterpillar A&I Guidelines” means technical documentation including drawings created by Caterpillar that are meant to explain mandatory requirements, provide information for designers, and provide best practice information on the correct application and installation of Caterpillar equipment including GenSets.

“Cat® Inspect” means a Caterpillar licensed app that allows you to access your equipment data on your mobile device and turns your mobile device into a smart equipment inspection tool.

“Cat® Power-Start Payment” means a fixed and liquidated monetary amount of \$10,000 USD (Customer List Pricing) in form of a parts credit that can be utilized at your local Authorized Dealer to purchase spare parts.

“Cat® Remote Asset Monitoring (RAM)” is Caterpillar’s telematics solution for its GenSets. Asset Health Data is collected from the engine and generator controller and displayed in the user interface of Cat® RAM for real-time alerts and turn data into insights.

“Commercial Engine” means a diesel fired internal combustion engine manufactured under the CAT® brand for the purpose of connection to an Electric Power Generator Unit.

“Coverage Period” means the period that commences with the Coverage Start Date and expires when the duration or usage hours, as specified on the Registration Certificate, are reached, whichever occurs first.

“Covered Components” means the GenSet as shipped from the factory with Caterpillar part numbers, including DOC (when Diesel

Oxidization Catalyst (“DOC”) is not part of a Diesel Particulate Filter (“DPF”), but excluding DPF and Selective Catalytic Reduction (“SCR”), filters, fluids, vee- belts, hoses, power take-offs, paint, batteries, and clutches, are Covered Components for Platinum level of ESC. For purposes of clarification, additional Caterpillar components installed after the in-service date of the engine are not Covered Components.

“Covered Equipment” means the equipment identified by serial number for this Contract as recorded on the Registration Certificate and accepted by Provider.

“Delivery Date” is the beginning date of the Caterpillar standard factory warranty period to the initial user for new product.

“Electric Power Generator Unit” means a mechanical device that converts mechanical energy to electrical energy manufactured under the Cat® brand.

“Electric Power Generation Standby Application” means an application of use for a GenSet whereby the GenSet is configured per the manufacturer’s operational and maintenance guidelines in a commercial or industrial

application to supply emergency electrical power to the Protected Critical Load solely during an unexpected or unannounced Supply-Side Power Disruption. Electric Power Generation Standby Application does not include any electrical load management activities initiated by the supplying electrical power utility or You.

"ESC" means extended service coverage, which provides protection for Customer against unexpected repair costs for Covered Components, as further described in ESC Contract.

"ESC Contract" means the signed agreement setting out Caterpillar's and the Customer's rights and obligations in respect of the cost, less any applicable deductible, per visit, of a mechanical breakdown under normal use during the coverage period due to a defect in material or factory workmanship of covered components as set out therein.

"GenSet" means a Commercial Engine connected to an Electric Power Generator Unit within the C32, 3500, 3600 and C175 series as identified by its serial number on the Registration Certificate which is a part of this Power-Start contract.

"GenSet Failure" means a failure of a GenSet while not Offline that occurs at the same time as a Supply-Side Power Disruption in which the GenSet fails to start and reach operational speed as prescribed by the manufacturer due to a failure of a Covered Component or in the event of a successful start does not achieve in a No-load Condition the GenSet manufacturer's rated voltage and frequency due to a failure of a Covered Component.

"Manufacturer" means Caterpillar Inc. or any of its subsidiaries that manufacture Covered Equipment.

"No-Load Condition" means an operational state of the GenSet in which the Commercial Engine is operating at operational speed and the connected Electric Power Generation Unit is not connected to the Protected Critical Load or any other electrical load demand.

"Offline" means a state of condition for the GenSet in which the GenSet is not available to function in an Electric Power Generation Standby Application. Offline conditions include but are not limited to scheduled and unscheduled maintenance activities, or any activity that places the GenSet in a condition such that the unit may not function in an Electric Power Generation Standby Application.

"Provider" means the entity issuing this Power-Start contract.

"Protected Critical Load" means the connected electrical load to the GenSet.

"Registration Certificate" means page one (1) of this Power-Start contract, or as generated by the Power-Start contract administrator's quoting and registration platform.

"Supply-Side Power Disruption" means an unexpected or unannounced interruption in the electric power supplied to the Protected Critical Load from a remote or on-site electric power source.

"US", "OUR" and "WE" means the Provider as identified on the Registration Certificate which is a part of this Power-Start contract.

"Warranty" means Caterpillar's commitment to provide customer protection for product/part defects of Covered Components in Caterpillar material and workmanship during a specified period of time or product usage through the Cat® dealer. All commitments and limitations are outlined in a legal document called the Warranty Statement.

"YOU" and "YOUR" means the Customer as identified on the Registration Certificate which is a part of this Power-Start contract.

## TERMS AND CONDITIONS

This Power-Start contract, herein referred to as "Power-Start contract", for Commercial Engines with Electric Power Generator Units attached is an important part of our continuing effort to provide customers with superior value and product support. This Power-Start contract is available within the territories listed below for covered gensets used solely in permanent Electric Power Generation Standby (less than 500hrs per year):

Africa Middle East  
APAC China  
India

The above territories will always exclude any US sanctioned or embargo country: Iran, Syria, and North Korea (current as of October 04, 2021).

List based sanctions to blocked entities or individuals in other countries may also apply.

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## THE CAT® POWER-START PROGRAM

### i. OUR COMMITMENT

We agree to pay the Cat® Power-Start Payment for the occurrence of a GenSet Failure, subject to the terms and conditions of this Power-Start contract, and further subject to a maximum of one Cat® Power-Start Payment during any 12-month period.

### ii. ELIGIBILITY REQUIREMENTS

1. Your installation must have formal sign off by an Authorized Dealer of the GenSet installation in accordance with current Caterpillar A&I Guidelines. If installation is modified, you must obtain formal sign off by a local Authorized Dealer, failing which this Power-Start contract shall be invalid and no Cat® Power-Start payment shall be payable.

2. Eligibility for the Cat® Power-Start Program is conditioned on, for the [full period of ownership prior to the GenSet Failure, all the following conditions being true regarding the Covered Equipment (which together increase the likelihood of continuous operation and reduce the likelihood of GenSet failure):

- a. Annual Authorized Dealer inspections using Cat® Inspect.
  - b. Only Cat® genuine parts & consumables used for repair and maintenance.
  - c. An active Cat® Remote Asset Monitoring (RAM) subscription that MUST be monitoring all the following:
    - i. Battery voltage/condition;
    - ii. Emergency stop activation;
    - iii. Fuel level; and
    - iv. Active Fault Codes.
  - d. An active ESC Contract with an Authorized Dealer.
  - e. Operation and maintenance of the GenSet according to the guidelines and recommendations as specified in the appropriate Caterpillar Engine Operation and Maintenance Manual. You shall provide proof of compliance with the maintenance schedules, such as receipts or copies of work orders or invoices from Authorized Dealers showing the maintenance and services performed.
3. In the event you request a Cat® Power-Start Payment, payment is conditioned on your action as follows, which enables Us to respond in a manner consistent with the Cat® Power-Start Program:
- a. Following instruction from Us or any Authorized Dealer to return GenSet to ready to run state. If inspection or remote monitoring determine GenSet is not in a ready to run state, you (single nominated point of contact) will be notified via email and/or SMS, and:
    - i. You must rectify/make good any event condition to return GenSet to ready to start state; and
    - ii. Event rectification feedback from You must be acknowledged and accepted by local Authorized Dealer via email to continue coverage in the Cat® Power-Start Program under this Power-Start contract.
  - b. Ensuring the contact details (name, email & mobile/cell Number) on the “Registration Certificate” and Cat® Remote Asset Monitoring (RAM) are correct.
  - c. Providing to Us or any Authorized Dealer immediate access to the GenSet for repair of the unit regardless of the time of the failure.
  - d. Furnishing adequate written proof to Us that a Supply-Side Power Disruption failure occurred, including the type of disruption and the approximate time at which the disruption occurred, either from the utility that supplies power to Your Protected Critical Load or by maintaining, at your expense, a monitoring system or similar type of system approved by Us that identifies and records Supply-Side Power Disruptions.
  - e. Cooperation with Us in obtaining and analysing the recorded GenSet data including the event log from the GenSet monitoring software and other information necessary to evaluate and adjust the GenSet Failure, including the conditions of the Supply-Side Power Disruption and GenSet interconnection.

### iii. EXCLUSIONS AND LIMITATIONS

1. This Cat® Power-Start Program does not cover the GenSet's ability to achieve qualitative output measures, or meet user satisfaction in general, except as specifically stated in these terms and conditions.
2. This Cat® Power-Start Program under this Power-Start contract can only be registered on GenSets under Warranty and is not applicable or valid for any GenSet that has been used previously in any non-standby application.
3. The maximum duration of this Power-Start contract is up to 20 years from first commissioning date of the relevant GenSet providing all requirements in SECTION ii. ELIGIBILITY REQUIREMENTS are met, and the GenSet runs less than 500 hours each calendar year.
4. Maximum allowance is 1 claim per serial number per 12-month period and a total of 3 claims per serial number for the whole duration of the Cat® Power-Start Program.
5. No Cat® Power-Start Payment shall be payable if any of the following apply:
  - a) Lack of regularly scheduled maintenance as provided in the Caterpillar Engine Operation and Maintenance Manual;
  - b) GenSet installation not in accordance with Caterpillar Engine Application and Installation Guidelines;

- c) Failure of any non-Caterpillar component, non-Covered Component or any component not sold and installed by Us as a part of the original GenSet;
- d) Improper fuel quality or fuel availability, interconnection to fuel supply, fuel storage or fuel flow, however caused or alternative fuel other than diesel;
- e) A pollution condition, pollution control equipment or violation of an air quality permit of any kind affecting a start or operation of the GenSet;
- f) Operation of the GenSet for any purpose other than in a permanent Electric Power Generation Standby Application;
- g) Abuse, neglect, improper operation, or accident;
- h) Physical damage of any kind to the GenSet including lightning damage, except when the proximate cause of the physical damage was directly originating from the GenSet itself subject to any exclusions relating to fuel or pollution;
- i) User-side load demand which exceeds the GenSet rating, regardless of cause;
- j) Scheduled manual starts of the GenSet by anyone;
- k) Strike, lock out or other action by You, your employees or any other person or persons acting in Your interest;
- l) Loss directly originating from a condition or failure of any non-covered equipment, interconnections, or lines, owned by You, maintained by You or within Your control;
- m) Unauthorized repair or adjustment of the GenSet;
- n) Acts of God, war, terrorism, vandalism, riot, theft, explosion, and any other act of nature or man;
- o) Acts of any governmental entity;
- p) Any change from the manufacturer's factory pre-set operational settings for the GenSet;
- q) Any acceptance or performance testing that may occur for determining the GenSet's fitness for service at any time;
- r) Any denial of access to the GenSet by You or others acting on Your behalf, wherein our ability is limited to make a necessary unscheduled repair at any time;
- s) Wear-out and normal deterioration in performance, including oil consumption and gasket or seal leaks;
- t) Wear-out or failure of components due to (i) operation beyond the design and/or capacity of the product, (ii) operator abuse, (iii) improper operation technique, or (iv) application not approved by Caterpillar;
- u) Corrosion or physical or mechanical erosion;
- v) Modifications, unless the modifications were authorized at the request of Manufacturer and performed at an approved repair facility;
- w) Failure of a component which is not a Covered Component; or
- x) Resultant damage caused by a component, which is not a Covered Component.

6. Failure to provide reasonable documentation as evidence of required maintenance, as required in Section ii. ELIGIBILITY REQUIREMENTS, paragraph 2.e may result in partial or non-payment of claim.

7. Coverage may be discontinued if an overhaul to the Covered Equipment becomes necessary as defined by key measures explained in the OMM for the model and application, as indicated on the Registration Certificate. These key measures include, but are not limited to, valve recession, oil consumption, blow by, scheduled oil sample (S.O.S) recommendations, total fuel consumed or service hours.

#### iv. COVERAGE CONTINUATION

This Cat® Power-Start Program is eligible for coverage continuation for up to 20 years as long as you have met the requirements as detailed in Section ii ELIGIBILITY REQUIREMENTS in this Power-Start contract. Changes to the existing Power-Start contract terms may require our approval, may result in additional testing requirements, and may result in an adjustment of the Cat® Power-Start Program coverage.

Provider reserves the right to deny a coverage extension request based on the claim's history of the Covered Equipment.

This Power-Start contract's terms cannot be reduced once enrolled.

### iii. DISCLAIMERS

OUR TOTAL LIABILITY UNDER THIS SERVICE CONTRACT, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR ANY OTHER THEORY OF LIABILITY, FOR ANY LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SHALL NOT EXCEED THE CAT® POWER-START PAYMENT. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith, INCLUDING ANY WARRANTY OF MERCHANDISE SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MISREPRESENTATION OF THE GENSETS ELIGIBILITY FOR COVERAGE, HOURS OF OPERATION, OR AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY US WITH NO REFUND. WE SHALL BE ENTITLED TO ALL OTHER REMEDIES.

### iv. PRIVACY NOTICE

Provider or its Authorized Representative may collect Customer's name, address, phone number, payment information, product data (including geolocation and operational data) and email address ("Personal Data") from Customer to complete and process the Registration Certificate and to administer this Contract.

Provider may collect non-public Personal Data and other data necessary for Customer's Power-Start contract coverage from the following sources:

- 1) Information that Provider receives from Customer on registrations, applications, or other forms, such as Customer's name, address, assets, and income;
- 2) Information about Customer transactions with Provider, Provider's subsidiaries, Provider's affiliates (received only with Customer's express consent), Authorized Representative; and
- 3) Information from a Consumer reporting agency.

Provider processes Personal Data for the following purposes:

- a. To execute and administer this Power-Start contract, including processing of claims;
- b. To administer additional services requested in conjunction with this Power-Start contract;
- c. To respond to Customer inquiries and provide customer support;
- d. To enforce Provider's rights in the case of Customer default under this Contract or a breach by Customer of any of its responsibilities or obligations;
- e. To comply with legal and regulatory obligations;
- f. To conduct surveys, including through electronic means, to ascertain Customer satisfaction with Provider's coverage and services;
- g. To contact Customer with details of Customer's existing or expiring coverage;
- h. To contact Customer with details of products and services offered by Provider and other parties.

In addition to the purposes outlined above, data may be de-identified, in which case it is no longer Personal Data, and may be processed for other purposes.

To process Personal Data, Provider may rely on different legal basis, including:

- 1) The necessity for completion of pre-contractual measures, executing and administering a contract, and exercising Provider's rights thereunder;
- 2) The necessity for Provider to comply with legal obligations;
- 3) The necessity to pursue legitimate interests, including to improve the products and services we offer to Customer and to provide Customer with information about the products and services that Provider offers; and
- 4) Customer consent. If Provider relies on Customer consent as a legal basis for processing Customer data, Customer may withdraw consent at any time. Provider will share Personal Data with third parties, including the contract administrator, Caterpillar Inc., located in the United States of America, who acts as

a data controller and may process Customer Personal Data for any of the above referenced purposes. Customer may obtain additional details on the specific measures the contract administrator uses to ensure compliance with applicable data protection requirements, and to maintain the security and protection of Customer data, by accessing the contract administrator's global privacy notice. The failure to provide Personal Data would in some cases have the consequence that this Power-Start contract is not concluded, including:

- 1) Where processing is necessary to the administration of this Power-Start contract or the conducting of pre-contractual measures; and
- 2) Where processing is necessary to fulfil Provider's legal and regulatory obligations or to exercise Provider's legal rights.