

DUSTER LIMITED SALES AND SERVICE COMPANY

GENERAL TERMS & CONDITIONS (SERVICE)

These Service Terms and Conditions together with any Service Plan entered into by Customer (collectively the "Agreement") govern the purchase of maintenance or repair services for specified equipment ("Equipment") by Customer from Duster Limited Sales and Service Company, ("Duster Limited"). Terms of sale for Duster Limited's product offerings may be found at [Duster Limitedco.com](http://DusterLimitedco.com).

1. **Construction.** If Customer has entered into a separate written Service Plan, such Service Plan shall be construed together with these terms, however, the terms of such Service Plan shall prevail if in actual conflict with these terms. DUSTER LIMITED EXPRESSLY DISCLAIMS ITS OBLIGATION TO PERFORM ON CUSTOMER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

2. **Inconsistent Terms.** The terms of this Agreement, together with the terms of the Service Plan, if any, supersede all inconsistent terms and conditions in documentation submitted by Customer to Duster Limited.

3. **Duster Limited Responsibilities.** Duster Limited will service the Equipment as required by the Service Plan or as requested by Customer, extraordinary wear and tear excepted, subject to

Customer's compliance with this Agreement and the following conditions:

- A. All maintenance services shall be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
- B. Duster Limited will provide replacement parts that are new or equal to new in performance.
- C. Duster Limited will service the Equipment at Customer's facility. If, in Duster Limited's judgment, repair at Customer's facility is not practical, Duster Limited may in its sole discretion elect to repair the equipment off-site.

4. **Customer Responsibilities.** Customer is responsible for performing routine maintenance services according to procedures described in the Equipment Operator and Maintenance manuals. The Equipment will be used, maintained, and stored properly, cleaned regularly, operated within the limits recommended in the operator's manual and operated only by Customer's trained and authorized employees. Customer will provide Duster Limited with the Equipment properly drained, cleaned and ready for service and appropriate space and facilities at Customer's location to allow safe and proper performance of the services.

5. **Payment Terms.** Payment terms are net thirty (30) days, from date of invoice. All charges are exclusive of federal, state,

municipal, or other government excise, sales, use or

occupational taxes. Customer will pay all costs of collection including reasonable attorneys' fees and costs. Customer has no right of set-off.

6. **Intellectual Property.** All intellectual property in goods and services provided by Duster Limited is the sole and exclusive property

of Duster Limited. No intellectual property rights in goods or services are assigned, licensed or transferred hereunder.

7. Limitation of Liability.

- A. Duster Limited is not responsible for (a) injury to persons or property except to the extent such injury is the result of Duster Limited's negligence or intentional misconduct; (b) incidental or consequential damages arising out of Duster Limited acts, omissions, performance or nonperformance hereunder; or (c) any damages or injuries caused by Customer's failure to comply with applicable laws, regulations, or statutes relating to safety, health, or the environment.
- B. Duster Limited's total liability arising out of the provision of services, whether in contract, tort (including negligence), strict liability or otherwise shall not in any case exceed the cost of the services for which any claim is made.
- C. In no case shall Duster Limited be liable to Customer or any third party for any punitive or special damages.

8. **Indemnification.** Duster Limited shall indemnify, defend and hold Customer harmless from and against any claim, demand, cause

of action or liability for direct damage to the extent arising from Duster Limited's or intentional misconduct in connection negligence with its provision of services to Customer, subject to the limitations noted in Section 7.

9. **Insurance.** Duster Limited shall maintain Workers' Compensation coverage required by law with respect to its employees working on Customer's premises. Duster Limited further maintains liability coverage in amounts commensurate with standard industry practice.

10. Warranty.

- A. The warranties provided in this Section 10 are exclusive and are given and accepted in lieu of any and all other warranties express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
- B. Service Labor performed by a Duster Limited service representative is warranted for thirty (30) days from the date the repairs are completed. This warranty does not cover work performed by any service company other than Duster Limited, and is restricted to the operation or component for which a claim is made. This warranty does not apply to temporary repairs such as seal replacements on hydraulic components, or those not recommended by Duster Limited.
- C. Repair Parts supplied by Duster Limited are warranted against defects for a period of ninety (90) days from the date the repairs are completed, excluding batteries. Batteries supplied by Duster Limited are warranted at replacement cost pro-rated for the time remaining in the warranty period. The warranty period for Lithium-Ion and Lead-Acid batteries is twelve (12) months from the date the repairs are completed. The warranty period for AGM and Gel batteries is (90) days from the date the repairs are completed. Labor and travel for repair parts installed by Duster Limited are warranted for thirty (30) days from the date the original repairs are completed.

11. Force Majeure. Duster Limited will not be responsible for failure to render services due to reasons beyond its reasonable control, including but not limited to acts of God, fire, flood, labor disputes, insurrection, war, or terrorism.

12. Choice of Law; Disputes. The validity, performance, construction and effect of this Agreement shall be governed by and construed under the laws of the State of Minnesota and the United States of America, without giving effect to the principles of conflict of laws. This Agreement expressly excludes the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Duster Limited and Customer agree to make a good faith attempt to settle any dispute arising under this Agreement. To the extent they are unable to resolve a dispute informally, the parties agree to make a good faith attempt to resolve the dispute by mediation in Minneapolis, Minnesota. If such mediation fails to resolve the dispute, the parties agree to arbitrate in Minneapolis, Minnesota pursuant to the Optional Expedited Arbitration Procedures of JAMS.

13. Assignment. This Agreement is not assignable without the prior written consent of Duster Limited. Assignment without such consent is void.

14. No Waiver. Either party's failure to enforce any term or condition in this Agreement shall not be construed as a waiver of any right available to either party hereunder.

15. Severability. If any provision of this agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.

16. Legal Compliance. Duster Limited and Customer shall comply with all applicable federal, state and local laws, including, without limitation, the United States Foreign Corrupt Practices Act and Executive Orders 11246 and 13201.

17. Ethics Compliance. Duster Limited strives to conduct business in accordance with the principles in our Business Ethics Guide, available at [Duster Limitedco.com](http://DusterLimitedco.com). If you believe that Duster Limited has not lived up to these principles, you can anonymously report your concerns by using hotline: +88-02-48812148.

18. Contacts. For all inquiries, call Duster Limited Customer Service at +88-02-48812148, or email to info@dusterbd.com or write to the following address: 06, Gulshan Avenue, Level-3, Block- SW (H), Gulshan-1, Dhaka-1212, Bangladesh., Attn: Duster Customer Service.