



## **TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS THROUGH BLANCHARDMACHINERY.COM AND PARTS.CAT.COM**

THESE TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS

BY PLACING AN ORDER FOR PRODUCTS FROM THIS SITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF SALE, (B) ARE NOT THE OLDER OF (i) 18 YEARS OF AGE OR (ii) THE LEGAL AGE TO FORM A BINDING CONTRACT WITH THE APPLICABLE SELLER, OR (C) ARE PROHIBITED FROM ACCESSING THIS SITE OR ANY OF THE SITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW. PRODUCTS PURCHASED FROM THIS SITE WILL ONLY BE DELIVERED TO ADDRESSES IN THE UNITED STATES. PRODUCTS PURCHASED ON THIS SITE MAY NOT BE EXPORTED OR OTHERWISE TRANSPORTED OUTSIDE THE UNITED STATES.

- 1. Terms of Sale; Effectiveness and Amendment.** These terms and conditions (as the same may be modified or updated as provided herein, these "Terms of Sale") apply to the purchase and sale of products available for purchase through BlanchardMachinery.com and <https://parts.cat.com/en/blanchard> (this "Site"), including all of the software, parts and components contained therein, together with any available related manuals, materials, or other information ("Products") for delivery to buyers located in the United States. BlanchardMachinery.com and this Site is operated by or on behalf of Blanchard Machinery Company, a South Carolina corporation, with offices located at 3151 Charleston Hwy, West Columbia, South Carolina 29172 ("Blanchard", "Seller" or "Dealer"). The sales made through this Site will be fulfilled and made by Blanchard. To the extent any translated version of these Terms of Sale conflicts with the English version, the English version controls.

Blanchard reserves the right, in its sole discretion, to update or modify these Terms of Sale at any time. All such modifications and changes shall apply to their purchase of Products from this Site from and after the time that such

modifications and changes are posted on this Site. You should review these Terms of Sale prior to purchasing any Product that is available through this Site. Your continued access to and use of this Site following the posting of any changes to these Terms of Sale will constitute their acceptance of and agreement to those changes. Please review the most current version of these Terms of Sale at any time at <https://www.blanchardmachinery.com/about/terms-conditions>

These Terms of Sale are an integral part of the Terms of Use that apply generally to the access and use of this Site. You should also carefully review the Privacy Notice applicable to this Site before placing an order for Products through this Site.

2. **Order Acceptance and Cancellation.** You agree that their order is an offer to buy, under and in accordance with these Terms of Sale, all Products listed in their order. All orders must be accepted by Blanchard or Blanchard shall not be obligated to sell the Products to Purchaser. Blanchard may choose not to accept any orders in its sole discretion. After Blanchard receives their order, Purchaser will receive an email that confirms receipt of their order and includes details relating to their order (the "Order Confirmation"). Once an Order is placed, it cannot be cancelled, but may be returned after receipt. Upon issuance of the Order Confirmation, these terms and conditions will be the contract of sale for their order. The contract for sale shall be between Purchaser or the entity Purchaser represents ("you" or "their") and Blanchard.
  
3. Notwithstanding anything else to the contrary, Blanchard reserves the right, at its sole discretion, to cancel or refuse any order at any stage of the ordering process, including at any time up until the Shipping Confirmation has been sent. Blanchard reserves the right to screen you and their order for, among other things, compliance with applicable law and Blanchard policies. If Blanchard, in its sole discretion, determines that you or the order do not comply with any such law or policy, then Blanchard shall have the right to cancel their order without any cost, liability or obligation to Blanchard. In addition, Blanchard reserves the right to cancel their order if at any time prior to shipment if Blanchard determines that it does not have the Products you ordered in inventory. Such cancellation and termination shall be at no cost, liability or obligation to Blanchard.
  
4. **Prices and Payment Terms.** All prices posted on this Site are subject to change without notice. The price charged for a Product will be the price

reasonably determined by Blanchard to be in effect at the time the order is placed and will be set forth in their Order Confirmation. Price increases will only apply to orders placed after such increases are shown on the prices on this Site. Posted prices do not include taxes or other governmental fees or charges (the "Taxes") or charges for shipping. All such Taxes and shipping charges will be added to their merchandise total and will be itemized in their shopping cart and in their Order Confirmation. The Taxes and shipping charges included in the Order Confirmation will be calculated using the information available at the time of the Order Confirmation; however, said Taxes and shipping charges may change prior to the final order fulfillment and issuance of the Shipping Confirmation due to changes in the source of said fulfillment and any changes to the information used to calculate the Taxes. The Seller is not responsible for pricing, typographical or other errors on this Site or offered by the Seller and the Seller reserves the right to cancel any orders arising from such errors.

5. Upon receipt of the order, Blanchard will confirm to its reasonable satisfaction that you have the credit available to pay for the order and a hold will be placed against their credit card in the amount of the order before issuance of the Order Confirmation. Blanchard will receive full payment at the time of the issuance of the Shipping Confirmation by collection of the funds through the applicable credit card. The Seller accepts the forms of payment listed on this Site for all purchases. All credit card processing is performed by a third-party processor. You acknowledge that the credit card and related financial information you provide in connection with their order will be provided to such third-party processor, and you expressly authorize and grant Blanchard permission to share such information, which may include, but not be limited to, credit card and any other personal information you provide in connection with their order. You represent, warrant and agree that (i) the credit card or payment information you supply in connection with the order is true, correct and complete, (ii) you are duly authorized to use such credit card or other authorized form of payment for the purchase, (iii) charges incurred by you will be honored, as applicable, by their credit card company or the company supporting their payment, and (iv) you will pay the amount set forth in the Shipping Confirmation, as well as all applicable Taxes and shipping charges (as the same may adjusted in accordance with Section 4 above).
6. **Shipments; Delivery; Title and Risk of Loss.** Your order will be fulfilled through the shipment or delivery of the Products from Blanchard. The number of days quoted for shipping in this Site refers to the transit time only.

Additional time is required for processing orders. You will pay all shipping charges applicable to their order. Title and risk of loss will pass to you (a) in the case of shipment, upon delivery of the Products to the shipping address listed in the Shipping Confirmation, and (b) in the case of pick up at the Dealer's location listed in the Shipping Confirmation or otherwise agreed to by the Dealer, upon delivery of the Product to you or their representative at such location. Shipping and delivery dates are estimates only and cannot be guaranteed. Blanchard is not liable for any delays in shipments. Once their Order has been shipped or is picked up you will receive an e-mail that (a) states their order has shipped or has been picked up, and (b) the fulfillment details, their order number and the purchase price, shipping charges and Taxes for the order (the "Shipping Confirmation"). The date of the Shipping Confirmation shall be referred to herein as the "OMS Invoice Date."

- 7. Returns and Refunds.** Except for any Products designated on this Site as non-returnable, and subject to this Section 7, you may return Products purchased on this Site for a refund of (a)(i) their purchase price and (ii) the Taxes you paid, less (b) (x) the original shipping costs, and (y) any return shipping costs (the amount of such refund as determined by this Section 7, being, the "Return Credit"), and (z) any applicable restocking fee by following the return process on this Site (the "Return Request"). The Return Request must be received no more than thirty (30) days from the OMS Invoice Date. You will be directed where to make the return and receive a Return Merchandise Authorization ("RMA") number and, if the Parts are being shipped back, a pre-paid return shipping label, in each case, to use in the return process. No returns of any type will be accepted without an RMA number. You are responsible for arranging the shipment or delivery of the returned Products and bear the risk of loss during shipment or delivery. The Products must be returned in a new and salable condition and include original packaging with all instructions and hardware and be received no later than sixty (60) days from the OMS Invoice Date. Returns will be inspected upon receipt. If a return is rejected after inspection, the applicable Products will not be returned to you. An email notification will be provided stating the reason for rejection along with contact information for further assistance. The Return Credit will be issued within ninety (90) days of the OMS Invoice Date after a full inspection is completed without rejection. Your Return Credit will be credited back to the same payment method used to make the original purchase on this Site. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.

8. **Limited Warranty.** CATERPILLAR INC, (“CATERPILLAR”) PROVIDES A LIMITED WARRANTY (A “LIMITED WARRANTY”) FOR THE CATERPILLAR PRODUCTS PURCHASED FROM THIS SITE THAT IS SET FORTH IN AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS SECTION 8 AND THE CATERPILLAR WARRANTY STATEMENT FOR THE APPLICABLE PRODUCT (AS AMENDED, MODIFIED OR REPLACED FROM TIME TO TIME, EACH A “WARRANTY STATEMENT”). THE CURRENT VERSION OF THE WARRANTY STATEMENTS FOR THE PRODUCTS SOLD ON THIS SITE MAY BE ACCESSED THROUGH <https://Parts.Cat.Com/en/usa-parts/warranty>. CATERPILLAR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO CHANGE OR MODIFY THE TERMS OF THIS LIMITED WARRANTY INCLUDING THE APPLICABLE WARRANTY STATEMENT AT ANY TIME. SUCH CHANGE MAY BE THROUGH A CHANGE TO THIS SECTION 8 OR TO THE APPLICABLE WARRANTY STATEMENT. ALL SUCH CHANGES AND MODIFICATIONS SHALL APPLY TO THE PRODUCTS YOU PURCHASE FROM AND AFTER THE EFFECTIVE DATE OF SAID CHANGE OR MODIFICATION.

THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, BLANCHARD DOES NOT MAKE ANY OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BLANCHARD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF THE NEGLIGENCE OF BLANCHARD. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY BLANCHARD OR ANY OF ITS RESPECTIVE AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS OR EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS, MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS TO THOSE CONTAINED HEREIN.

THE REMEDIES DESCRIBED IN THE LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND THE ENTIRE OBLIGATION AND LIABILITY OF CATERPILLAR OR BLANCHARD FOR ANY BREACH OF THIS LIMITED WARRANTY. THE TOTAL AGGREGATE LIABILITY OF CATERPILLAR AND BLANCHARD UNDER THIS LIMITED WARRANTY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THIS SITE, NOR WILL CATERPILLAR OR BLANCHARD UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY

DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. **Compliance with Laws.** You understand and agree that any Products you buy on this Site, including all of the software, parts and components contained therein, along with any related manuals, materials, information or data, including but not limited to any parts, support or services (collectively, the "Products"), are subject to laws, rules, regulations, directives, ordinances, orders, or statutes (the "Laws") of the United States, Laws and may be subject to the Laws of other, applicable countries. You agree to comply with such applicable Laws, which may include but are not limited to, the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and Laws administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State. Without limiting the foregoing, you agree not to export, reexport, release, transmit or otherwise transfer the Products, whether directly or indirectly: (i) to any person or entity listed or otherwise deemed to be a blocked, prohibited or trade-restricted person or party by any relevant entity, including, without limitation, the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State; (ii) for any purpose or use prohibited by any relevant government, including, without limitation, the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation, or (iii) to any destination or transit point subject prohibited under any relevant sanctions program, including, without limitation, any sanctions program enforced by the U.S. government. Purchaser agrees that, in the case of a U.S. sanction, embargo, or other trade order or rule that prohibits or otherwise renders Blanchard's performance under this Agreement in contravention of applicable Laws, we shall be excused from the performance of any obligations under any agreement with you for the purchase of the Products and the agreement shall be terminated with immediate effect, without cost or liability.
10. **Force Majeure.** Seller will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Sale, for any failure or delay in its performance under these Terms of Sale when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the Seller's reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities



(whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to the Seller's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. **Dispute Resolution and Mandatory Arbitration.** All disputes, claims and controversies relating in any way to their use of this Site, or to any Products sold by or distributed through this Site, or otherwise arising out of or relating to these Terms of Sale will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if their claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale. Arbitration uses a neutral arbitrator instead of a judge and jury. An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms of Sale as a court would. Arbitration procedures allow for more limited discovery, and court review of an arbitration award is limited.

To begin an arbitration proceeding, you must send a certified letter requesting arbitration and describing their claim to: General Counsel, Blanchard Machinery Company, 3151 Charleston Hwy, West Columbia, SC 29172. The arbitration will take place in Richland or Lexington County, South Carolina, in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules and Mediation Procedures. Your request for arbitration must be post marked within the time specified above under "Contractual Statute of Limitations." In no event shall demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

Any dispute resolution proceedings under or arising out of these Terms of Sale will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties each waive any right to a jury trial. The parties also both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

The arbitration panel shall consist of one (1) individual appointed by Blanchard and (1) by the Purchaser. Such individual shall (i) have been selected from the AAA's list of potential arbitrators, (ii) have at least ten (10) years of experience in the discipline, which is the subject of the Dispute, and (iii) be an attorney

whose ten (10) years of experience has been in the realm of litigating and arbitrating issues which are of the subject of the Dispute. If Blanchard and the Purchaser fail to mutually agree upon an arbitrator within fifteen (15) business days after receipt of the request to arbitrate, then the arbitration panel shall be selected by the administrative office of the AAA. Such office shall, within five (5) days after notice by any party to these Terms of Sale, select a single arbitrator who complies with the requirements otherwise set forth in this paragraph. The arbitrator shall render its decision as soon as reasonably possible after its appointment and must follow these Terms of Sale.

This agreement to arbitrate shall be specifically enforceable in any court having jurisdiction thereof. Any decision rendered by the arbitrator pursuant to any arbitration shall be final and binding upon the parties, and judgment may be entered upon in accordance with applicable law in any court of competent jurisdiction.

The prevailing party in any arbitration or court proceedings shall be reimbursed by the other party for all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party.

12. **Choice of Law.** These Terms of Sale shall be governed by the laws of the State of South Carolina, U.S.A. (regardless of the laws that might be applicable under its principles of conflict of laws). Each party submits to the exclusive jurisdiction of the courts of that place. The laws of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
13. **Severability.** If any provision of these Terms of Sale, or the application thereof, is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these Terms of Sale, all of which shall remain in full force and effect, and such other provisions will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.
14. **Entire Agreement.** These Terms of Sale (including the Terms of Use and any documents referenced in them) constitute the entire agreement between you and Blanchard Machinery Company with respect to their purchase of products on this Site and supersede and replace all prior agreements. The section titles in the Agreement are for convenience only and have no legal or contractual effect. The terms and conditions of any quotation, offer,



acknowledgement, invoice, or similar document, however designated, directly or indirectly made or issued by you shall not apply.

15. **Assignment.** The Purchaser will not assign any of their rights or delegate any of their obligations under these Terms of Sale without our prior written consent. Any purported assignment or delegation in violation of this Section 16 is null and void. No assignment or delegation relieves a Purchaser of any of their obligations under these Terms of Sale. The formation of the contract of sale for Purchaser's order at the time of the issuance of the Order Confirmation shall be with Blanchard.
16. **No Third-Party Beneficiaries.** These Terms of Sale do not and are not intended to confer any rights or remedies upon any person or entity other than Blanchard and the Purchaser.
17. **Notices.**
- a. **To the Customer.** Any notice to Purchaser may be provided under these Terms of Sale by: (i) sending a message to the e-mail address the Purchaser provides or (ii) by posting to this Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is Purchaser's responsibility to keep their e-mail address current.
  - b. **To Blanchard.** To give us notice under these Terms of Sale, you must contact us by personal delivery, overnight courier or registered or certified mail to Blanchard Machinery Company, 3151 Charleston Hwy, West Columbia, SC 29172, Attn: General Counsel. We may update the physical mail address for notices to us by posting a notice on this Site. Notices provided by personal delivery will be effective immediately.

Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.