

**H&E EQUIPMENT SERVICES, INC.**  
 5052 West 2400 South, Bldg B  
 Salt Lake City UT 84120  
 Tel No. (801) 297-8500  
 Fax No. (801) 297-8501

**Regional Credit Office**  
 Phone (833)583-3977  
 Fax (303)287-6999

# Invoice

Bill-To-Party	Information
[REDACTED]	Invoice No. 94204074 <b>Date</b> 12/13/2018 Order No. 42788635 Customer No. 1195416 PO No. 1109000 Currency USD Make GV - GROVE CRANE Model TMS9000E Serial No. 229018 Customer Eq. No. H&E Eq. No. 10019405 Customer Contact [REDACTED] Contact [REDACTED] Meter 5981      hrs Ref Invoice no
Ship-To-Party	
[REDACTED] USA	

## Complaints

**Complaint Details**  
 Pinning issues & Wear pads  
  
 TMS9000E  
 229018

## Causes

### Cause Details

## Corrections

**Correction Details**  
 10/24/18 Moved boom into shop and began to disassemble. Jake B.  
 10/25/18 Help Jake tear down boom. Jared C.  
 10/28/18 Cleaned T4, T3 and T2 outside. Went through parts and checked on back orders. Jake B.  
 10/29/18 Helped Jake by scraping out the boom sections. Jared C.  
 10/29/18 Cleaned T1 and installed T4 and T3. Installed the pad I had. Jake B.  
 11/1/18 Finished cleaning pad shims and retaining plates. Replaced rear bottom pads on T3 and T4. Removed damaged tunnel pads in T2. 2 bolt

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<b>Contact</b>	[REDACTED]
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USA	

Material	Description	Quantity	Unit Price	Amount
	heads were damaged and had to be drilled out. Ordered new bolts. Moved the base inside and cleaned the pivot area and bores. Jake B. 11/13/18 Received the remaining wear pads for T4. Installed the pads and began to shim. Jake B. 11/15/18 Finished shimming T4 and installed retainer plates. Greased the outside of T3 and the inside of T2. Installed T3 and T4 into T2 and began to shim. Jake B. 11/15/18 Help Jake grease boom and stuff sections. Jared C. 11/16/18 Finished shimming T3 and installed retainer plates. Greased the outside of T2 and the inside of T3. Installed T2 ,T3 & T4 into T1 and began to shim. Jake B. 11/19/18 Help move sections and slide in boom sections. Jason J. 11/20/18 Finished sh12/10/18 8:20 AM (DFRANK): ok to close --- 12/10/18 8:19 AM (DFRANK): see work order 49063101 for warranty repair on S2114N. --- 12/06/18 3:40 PM (DFRANK): Drove to job site and started crane. Put in extended emergency mode and extended T1 to 50 percent and pulled the telescope cylinder back. Removed the left side cylinder pin switches and checked for damage. I found no visual damage. Checked power and ground			

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Material	Description	Quantity	Unit Price	Amount
	on 1/04 and it was good. found that the signal should be 24V and was only 12V Removed S2114N and replaced. Checked operation and found it was good that part is new and should be under Warranty. --- 12/06/18 8:49 AM (DFRANK): Flew to location 12/03/18 Arrived at crane and waited for customer to get rigging and tools . Flew boom into place and installed. Hooked up all hoses and connections. Had trouble getting the lift cylinder pin in. ordered new level indicator. Found S2114N was showing a cable break. Ordered a proxi. 12/04/18 Waited for parts. The level indicator went to Ontario CA. so it was not recived. Went to job site and Found the S2114N code was gone I calibrated the boom length and set the offset and ran the boom in and out. I installed covers and zip tied wires. Started the crane and the S2114N code came back. 12/05/18 --- 11/01/18 10:22 AM (DFRANK): Repaired the grease lines and greaser too top two wear pads on T1. Replaced the left marker light on the T4 section. Finished installing the last of three head sheaves.			

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Material	Description	Quantity	Unit Price	Amount
---	10/31/18 9:01 AM (DFRANK): Replaced all 6 cylinder pin proxiswitches replaced rear pucks in T2 and T1. replaced three head sheaves. Scraped and cleaned all sections and telecylinder.			
---	10/29/18 1:07 PM (DFRANK): called the customer and got approval for replacement of two of the head sheaves that were damaged. The customer requested that we send the old sheaves back with him as in a pinch spares.			
---	10/17/18 10:52 AM (DFRANK): Spent some time on the phone with the operator and found that the crane had a bad left cylinder pin locked proxy switch. I got a switch and flew to the location in Greeley, CO. I arrived on site and verified the complaint. I spoke with the operator about the boom pulling wear pads and after some discussion the asked me to give them a couple quotes on boom rebuilds one for doing the job on location and one for doing the job at the SLC shop. I built both quotes and returned the next day. The customer chose to send the boom to SLC. I pulled the boom off the crane and the customer will ship it to the shop. I made arrangements with the shop manager and ordered the section wear			

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[REDACTED] [REDACTED] [REDACTED] USA	

Material	Description	Quantity	Unit Price	Amount
	pads for the job. I flew back to SLC. --- 10/12/18 2:50 PM (DFRANK): Trouble shot pinning over the phone and ordered proxi switch. Made all arrangements for the 15th of October travel. imming T2 and installed retainer plates. Greased the outside of T1 and the inside of T2. Greased and installed telescope cylinder into T1, T2, T3 and T4. Installed T1, T2, T3 & T4 into the base. Bolted the telescope cylinder to the base and ran the hoses out the back. Began to shim T1. Jake B. 11/21/18 Help Jake install both reels and clean bay. Jared C. 11/21/18 Finished shimming T1. Installed inside cable reel and precision reel. Installed outside reel to the boom tip. Jake B. 11/29/18 Load boom onto transport truck. Kim M. 11/29/18 Help load boom. Jason D.			

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Material	Description	Quantity	Unit Price	Amount
GK03090467	SLIDER	2 EA	23.99	47.98
GK03080679	SKID/SHOE	2 EA	69.66	139.32
GK03080604	PROTECTION STRIP	2 EA	115.97	231.94
GK03115098	SLIDER 7	1 EA	505.32	505.32
GK03115097	SLIDER 6	1 EA	590.56	590.56
GK03145187	SLIDER 5	1 EA	297.68	297.68
GK03145186	SLIDER 4	1 EA	343.18	343.18
GK03145185	SLIDER 3	1 EA	482.16	482.16
GK03145184	SLIDER 2	1 EA	413.28	413.28
GK03145183	SLIDER 1	2 EA	452.22	904.44
GK03115105	SLIDER 7	1 EA	307.72	307.72
GK03114870	SLIDER 6	1 EA	304.76	304.76
GK03145200	SLIDER 1	1 EA	591.56	591.56
GK03114967	SLIDER 7	1 EA	394.14	394.14
GK03114966	SLIDER 6	1 EA	657.01	657.01
GK03145199	SLIDER 5	1 EA	1,202.50	1,202.50

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Material	Description	Quantity	Unit Price	Amount
GK03145198	SLIDER 4	1 EA	454.99	454.99
GK03145197	SLIDER 3	1 EA	604.49	604.49
GK03145196	SLIDER 2	1 EA	447.63	447.63
GK03115369	SLIDER	10 EA	48.54	485.40
GK03114853	SLIDER 7	1 EA	506.99	506.99
GK03114852	SLIDER 6	1 EA	682.49	682.49
GK03145192	SLIDER 5	1 EA	492.69	492.69
GK03145191	SLIDER 4	1 EA	636.99	636.99
GK03145190	SLIDER 3	1 EA	656.50	656.50
GK03145189	SLIDER 2	1 EA	469.95	469.95
GK03145188	SLIDER 1	1 EA	866.97	866.97
GK03323585	CABLE WINDER	1 EA	3,272.22	3,272.22
GK03299262	CABLE DRUM CPL. TELESCOP CYLIN	1 EA	5,175.13	5,175.13
GK02229870	PULLEY	3 EA	625.90	1,877.70
GK03320012	PROXIMITY SWITCH	6 EA	79.19	475.14

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Material	Description	Quantity	Unit Price	Amount
GK03317550	GUIDE PILOT	2 EA	10.64	21.28
GK03317551	GUIDE PILOT	2 EA	16.75	33.50
GK03317552	PIN GUIDE	2 EA	11.31	22.62
GK03317554	GUIDE PILOT	2 EA	18.54	37.08
GK03317555	GUIDE PILOT	2 EA	20.49	40.98
GK02251403	EXTENSION PIECE	2 EA	5.29	10.58
GK02311780	CONNECTION	2 EA	7.90	15.80
GK03115365	LUBRICANT HOSE	2 EA	36.46	72.92
GK03143474	PROFILE LAMP	1 EA	39.87	39.87
GK00437181	HHCS M10x20 8.8-A3C ISO 4017	4 EA	1.17	4.68
GK00100785	SHCS M10x25 SS DIN 7984	4 EA	2.24	8.96
GK03317553	GUIDE PIN	8 EA	6.60	52.80
GK03145204	SLIDER 5	1 EA	391.31	391.31
GK03145203	SLIDER 4	1 EA	204.58	204.58
GK03145202	SLIDER 3	1 EA	244.35	244.35

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Material	Description	Quantity	Unit Price	Amount
GK03145201	SLIDER 2	1 EA	193.34	193.34
GK03329071	SLIDING PASTE, 400G	30 EA	39.56	1,186.80
GK03145195	SLIDER 1	1 EA	1,310.07	1,310.07
			<b>Parts Total</b>	<b>28,410.35</b>
CC_TAX	supplies	1 EA	11.19	11.19
CC_TAX	flight	1 EA	958.16	958.16
CC_TAX	flight insurance	1 EA	33.08	33.08
LODGNG	LODGING - (ML)	1 EA	420.45	420.45
CC_TAX	rental car	1 EA	307.33	307.33
MEALLD	MEALS- (ML)	1 EA	240.00	240.00
SERV_FREIGHT	FREIGHT IN	1 EA	1,102.40	1,102.40
TOLLCH	HIGHWAY TOLL - (TL)	1 EA	16.90	16.90
CONSUM	CONSUMABLES - (SS)	1 EA	14.22	14.22
CC_TAX	flight	1 EA	486.08	486.08
SERV_FREIGHT_OUT	FREIGHT OUT	1 EA	68.50	68.50
	Environmental			564.04

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Material	Description	Quantity	Unit Price	Amount
	Shop Supplies			1,128.08
			<b>Miscellaneous Total</b>	5,350.43
	Service Labor			22,805.50

<b>PLEASE REMIT TO:</b> H&E EQUIPMENT EXCHANGE LLC P.O.Box 849850 Dallas TX 75284-9850	<b>Subtotal</b>	56,566.28
	<b>Tax</b>	2,197.55
	<b>Total Amount</b>	58,763.83

Tax includes all applicable state, local, and miscellaneous surcharges.

See reverse side for Terms and Conditions.

# H&E EQUIPMENT SERVICES, INC.

## INVOICE TERMS AND CONDITIONS

H&E Equipment Services, Inc. and its affiliates and divisions, including but not limited to H&E Equipment Services (Mid-Atlantic), Inc., Great Northern Equipment Inc., H&E Equipment Services (California), LLC, and H&E Equipment Exchange, LLC (hereinafter referred to as 'H&E') terms are:

- 1) Except for extended term contracts, current billings are payable upon receipt of invoice, and shall be considered past due at thirty (30) days after invoice date. Balances beyond thirty (30) days will be subject to a finance or interest charge at the highest rate allowable by law. Customer is responsible for all valid invoices submitted for payment regardless of status of account or credit limits. A \$25 fee for each NSF check will be assessed.
- 2) Any disputes must be reduced to writing and delivered within 30 days of incident via certified mail to the H&E corporate office at 7500 Pecue Lane, Baton Rouge, LA 70809 Attn: Credit Manager. Likewise, any checks marked 'payment in full' must also be sent via certified mail to the address and attention above. It is agreed that checks marked 'payment in full' or other language with similar intent sent to the lockbox shall not relieve H&E of any rights whatsoever.
- 3) Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by H&E prior to acceptance. Quotes may or may not include any taxes; and where applicable, such taxes shall be billed as a separate item and paid by the Buyer.
- 4) Goods sold by H&E are products of reputable manufacturers. H&E shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing constitutes the exclusive remedy of the Buyer and sole obligation of H&E. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. All material returned for credit must be with prior approval and shall be subject to a normal restocking charge.
- 5) H&E's liability for loss or damage connected with the supplying of any goods or services hereunder, or their sale, resale, operation, or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. H&E shall not be liable for any labor charges without the prior written consent of H&E. H&E shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the buyers for such damages. If H&E furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject H&E to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
- 6) H&E will make every reasonable attempt to deliver and/or pick-up equipment for rental or sale to/from customers designated location at a time in which customer representative will be available for inspection, approval, and to sign documents and contracts. However, this is not always possible. Customer gives express authorization for H&E to deliver and/or pick-up equipment to/from a job site in the event that customer is not available to sign for the equipment, and agrees to sign the necessary documents and contracts subsequently upon request. All responsibilities and liabilities toward said equipment shall be in effect as if documents and contracts were signed by customer at time of delivery and/or pick-up. Customer understands it is responsible for equipment until picked up by or delivered to H&E, regardless of rental call off time/date.
- 7) Customer is responsible for the full value of any loss of or damage to rented Equipment, regardless of fault, including any lost rental income to H&E while H&E repairs the Equipment. Customer may decline Physical Damage Waiver only if a Certificate of Insurance acceptable to H&E is provided **prior to delivery of the Equipment**. Insurance requirements and Physical Damage Waiver coverage and exclusions are available at any H&E branch. It is the responsibility of the Customer to provide acceptable proof of insurance coverage for machines rented from H&E **prior to delivery of the equipment**. In the event acceptable proof is not provided, Customer may be charged a Physical Damage Waiver. Customer is **not entitled to any refund or credit** of Physical Damage Waiver charges invoiced or paid.
- 8) The rental period begins when the Equipment leaves H&E and ends when the Equipment is returned to H&E in good condition, or is subsequently put in good condition by H&E. No deduction shall be made for Sundays, holidays, time in transit, or for any period of time the Equipment is not in use. A rental day is 24 hours. Any rental period less than 24 hours shall constitute a full rental day. A rental week is seven calendar days. A rental month is four weeks. Thus there are thirteen rental months in a calendar year. All rental rates are based on 8 hours of Equipment use per 24 hour day, 40 hours per rental week and 160 hours per rental month. If the Equipment is used more hours than allotted per rental period, overtime charges may apply. Customer agrees to notify H&E immediately if Equipment is used more than the allotted hours per rental period(s). Customer shall pay all drayage charges, and taxes associated with rental agreements, including but not limited to sales, use, tax on Damage Repairs paid by the Physical Damage Waiver or Lessee's insurance, fuel taxes, or any other taxes levied by public authorities. Customer shall hold H&E harmless against any liability and/or expense resulting from Customer's failure to pay taxes and file tax returns.
- 9) Equipment Rented is both property and livelihood of H&E. Upon any breach of contract or suspicion by H&E that the Equipment or rights to the Equipment may be compromised, Customer is required in any event to return the equipment to the H&E **within seventy-two hours at any time so requested by H&E**. Failure to return Equipment upon such request shall constitute theft of Equipment by Customer.
- 10) Customer shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. Legal jurisdiction of this invoice shall be at East Baton Rouge Parish, Baton Rouge, Louisiana, USA
- 11) H&E will accept post audits no earlier than two (2) years prior to the current date. All documentation must be included to substantiate any claim. Customer agrees to allow at least 90 days after submitting post audits before any deductions are taken. Post audits not meeting these requirements will not be allowed.
- 12) The **Federal Equal Credit Opportunity Act** prohibits creditors from discriminating on the basis of race, color, religion, national origin, sex, marital status, age, income derived from any public assistance program, rights exercised under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission. In the event that H&E takes adverse action on account credit terms, Customer has the right within 60 days to request reason for the adverse action.
- 13) **AGREEMENT BINDING, ENTIRE AGREEMENT & SEVERABILITY** - This agreement shall be binding upon the parties hereto and upon their heirs, successors-in-interest, personal representatives, and assigns (where permission to assign is given by Lessor). This writing constitutes the entire agreement between the parties hereto regarding the subject hereof, and any representation or agreement not contained herein shall be of no force or effect whatsoever. No waiver of or changes in the terms and conditions of this agreement shall be binding upon Lessor unless made in writing signed by an authorized officer. If any word, phrase, clause, sentence, or paragraph of this agreement is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this agreement or any other portion thereof. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**



# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing;  
Remit To: Cummins Rocky Mountain  
P.O. Box 912138  
Denver, CO 80291-2138

DENVER BRANCH  
8211 EAST 96TH AVENUE  
HENDERSON, CO 80640-8523  
(303)287-0201

<b>INVOICE NO</b>
001-18065
REMIT TO: P.O.Box 912138 Denver, CO 80291-2138

### BILL TO



### OWNER



PAGE 1 OF 4

\*\*\* CCARD \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-JUN-2018	CREDIT CARD	21-JAN-2010	ISM CM876		GROVE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
6488476		25-APR-2018	35250111	CPL333000	TM9100
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
236245	019051		14572 / 7066		110416

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 476S900099S229018

COMPLAINT CHECK ENGINE LIGHT IS ON. VIBRATION IN BLOCK WITH OIL COMING OUT OF OIL CAP OUT.

NEW 60436186  
OLD 35250111

CAUSE #6 CYLINDER HAS BROKEN LINERS AND SEVERAL PISTON COOLING NOZZLES ARE BROKEN. FOUND CRANK IS DAMAGED AND DEBRIS IN OIL SYSTEM. RECOMMEND REPLACING ENGINE.

CORRECTION 11348 5-2, 5-3, 5-4, 5-16, 5-30  
MOVED UNIT TO STEAM BAY AND CLEANED ENGINE AND ENGINE BAY. PULLED UNIT INTO SHOP. SET OUT OUTRIGGERS AND MOVED BOOM SO ENGINE COULD BE PULLED. DRAINED OIL AND COOLANT. REMOVED ENGINE HOUSE PANELS, HOOD, MUFFLER, AIR CLEANER ASSEMBLY. PULLED FAN, GUARDS, RADIATOR, CAC. DISCONNECTED WIRING, FUEL LINES, AIR LINES, COOLANT HOSES. REMOVED COUNTERWEIGHT AND MORE ACCESS PANELS. REMOVED PTO DRIVESHAFT, TRANNY LINKAGE AND TRANNY BOLTS. REMOVED ENGINE FROM CHASSIS. PULLED OIL PAN. #6 CYLINDER HAS BROKEN LINERS AND SEVERAL PISTON COOLING NOZZLE ARE BROKEN. REMOVED MAIN CAPS AND CRANK SHAFT IS DAMAGED FROM DEBRIS GOING THROUGH OIL SYSTEM. QUOTED TO REPLACE ENGINE. ANOTHER TECH INSTALLED ENGINE. HELPED WITH GETTING ASSEMBLY DONE AS TECH WAS UNSURE OF SOME OF THE INSTALLATION  
020819 5/29 - 6/1  
FOUND NEW ENGINE IN PARTS REMOVED CLUTCH AND FLYWHEEL FOR FLYWHEEL TURNING, GAVE IT TO BRELAND TO SHIP OUT REMOVED REAR SEAL AND FLYWHEEL HOUSING FROM NEW ENGINE DUE TO NO REPTO SET UP REMOVED AND INSTALLED VB DAMPER PULLEY AND FAN HUB INSTALLED ALL BELT PULLEYS AND BELT SWAPPED OVER MISC FITTINGS AND SENSORS RESPECTED NEW ENGINE WITH ENGINE BRAKES, AND REPTO HOUSING. SENT OUT FLYWHEEL FOR TURNING, INSTALLED ALL MISC FITTINGS AND MOUNTING BRACKETS, INSTALLED ORIGINAL OIL PAN INSTALLED NEW CLUTCH, INSTALLED ENGINE AND ENGINE MOUNTING BOLTS, INSTALLED CLUTCH

Billing Inquiries? Call (303)927-2116 or email RockyMountainCredit@cummins.com

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AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## LIMITED WARRANTY

Products and services provided by CUMMINS Inc (referred to as "CUMMINS") are subject to limited warranties as described in this document. The warranties described under the heading for any class of product or service are the only warranties that apply to that class of product or service. EXCEPT AS STATED UNDER THE APPLICABLE HEADING, CUMMINS MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

### NEW ENGINES AND EQUIPMENT WARRANTIES

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of Cummins Inc. (Cummins) for new Cummins engines, and will administer the warranty of Onan Corporation (Onan) for new Onan generators. CUMMINS will also administer the warranty provided by the manufacturer for other new engines and equipment sold by CUMMINS. Warranty certificates are provided by the equipment manufacturer or new engine sales location, and additional copies are available from CUMMINS. The manufacturer's warranty is the only warranty that applies to new engines and equipment. Customer is responsible for providing Property and/or Inland Marine insurance for engines and/or equipment upon delivery to the job site.

### CUMMINS EXCHANGE ENGINES

Subject to the limitations stated below (see WARRANTY LIMITATIONS), CUMMINS will repair (or, the option of CUMMINS, replace), at a CUMMINS location, any CUMMINS exchange engine that fails under normal use and service, due to a defect in materials or workmanship, within one year of operation, following delivery of the engine to the first retail purchaser. Costs of removing and reinstalling the engine are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location.

### DIESEL RECON EXCHANGE ENGINES

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of Diesel ReCon Co. (a division of CUMMINS). Warranty certificates are provided by Diesel ReCon Co. and are available at the sales location. Additional copies are available from CUMMINS. The Diesel ReCon Co. warranty is the only warranty that applies to Diesel ReCon exchange engines.

### CUMMINS REBUILT ENGINES (In-Frame or Out-of-Frame)

These engines are covered by CUMMINS's warranty as to workmanship (see SERVICE WORK, below) and applicable parts and component warranties. No other warranties apply. Costs of removing and reinstalling the engine are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location.

### NEW CUMMINS PARTS OR DIESEL RECON EXCHANGE COMPONENTS

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of CUMMINS for new CUMMINS parts and the warranty of Diesel ReCon Co. for Diesel ReCon Co. exchange components. Warranty information furnished by CUMMINS or Diesel ReCon Co. will be available at the sales location. Additional copies may be obtained from the CUMMINS or Diesel ReCon Co. The warranties provided by CUMMINS or Diesel ReCon Co., as the case may be, are the only warranties applicable to new CUMMINS parts Diesel ReCon Co. exchange components.

### CUMMINS EXCHANGE COMPONENTS

Subject to the limitations stated below (see WARRANTY LIMITATIONS), CUMMINS will repair (or, the option of CUMMINS, replace), at a CUMMINS location, any CUMMINS exchange component that fails under normal use and service, due to a defect in materials or workmanship, within six months following delivery of the engine to the first retail purchaser. Costs of removing and reinstalling the component are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location, nor are costs of any other repairs or replacements that may be caused by failure of the covered component.

### OTHER NEW PARTS AND COMPONENTS

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty provided by the manufacturer of new parts or components sold by CUMMINS. Any warranty information furnished by the manufacturer will be available at the sales location. Additional copies may be obtained from the manufacturer. Manufacturers' warranties are the only warranties applicable to new parts or components sold by CUMMINS.

### SERVICE WORK

Subject to the limitations stated below (see WARRANTY LIMITATIONS), CUMMINS will repair (or, the option of CUMMINS, replace), at a CUMMINS location, any failures that occur, under normal use and service, from defects in workmanship in service work performed by CUMMINS in any of its repair facilities, within three months after the date of work order completion. This warranty covers only reasonable labor costs. Parts are covered under the applicable parts warranty above (see NEW CUMMINS PARTS OR DIESEL RECON EXCHANGE COMPONENTS, CUMMINS EXCHANGE COMPONENTS or OTHER NEW PARTS AND COMPONENTS above, as applicable). CUMMINS makes no warranty and has no liability for failure of reused parts, whether or not they have been magnafluxed.

### WARRANTY LIMITATIONS

The following limitations are applicable to all warranties provided by CUMMINS:

1. CUMMINS is not responsible for failures resulting from owner or operator abuse or neglect such as operation without adequate coolant, fuel or lubricants; over-fueling; over-speeding; lack of maintenance of lubricating, cooling or air intake systems; or improper storage, starting, warm up, run-in or shut down practices. CUMMINS makes no warranty with respect to accessories supplied by Cummins or other manufacturers which bear the name of another company. Any warranties for these accessories come from their manufacturers and not from CUMMINS. Examples of these accessories include alternators, starters, tanks, non-Cummins air compressors, air conditioning compressors, clutches, engine brakes, transmissions, torque converters and non-Cummins steering pumps.
2. CUMMINS makes no warranty and has no liability for failure of reused parts, whether or not they have been magnafluxed. Unless the owner issues specific instructions to the contrary when repairs are authorized, CUMMINS will replace only such parts as CUMMINS considers necessary.
3. All parts supplied and repair work done by CUMMINS which may be the subject of any manufacturer's warranty will be billed to owner by CUMMINS and must be paid for in the normal manner while the warranty claim is being processed through the manufacturer and any parts claimed to be defective are being examined. If and when CUMMINS receives a credit from the manufacturer as a result of the warranty claim, this credit will be passed on to the owner.
4. Before a claim for excessive oil consumption will be considered, the owner must submit adequate documentation to show that consumption exceeds CUMMINS published standards.
5. No new warranty is made when a repair or replacement covered by warranty is completed. The remaining term of the original warranty continues but is not extended.
6. The owner is responsible for costs of towing, lubricating oil, antifreeze, filter elements, hoses, belts and other maintenance items replaced during warranty repairs. The only exception applies to new CUMMINS engines, if and to the extent such items are covered by the new engine warranty.
7. CUMMINS is not responsible for failures resulting from repairs made by others, or from the use of parts or components not approved by CUMMINS.
8. Owners are responsible for operation and maintenance of engines and other equipment as specified in the applicable manufacturer's operation and maintenance manuals. Failures resulting from improper operation or maintenance are not covered by warranty.
9. The owner is responsible for communication expenses, meals, lodging and incidental costs incurred by the owner or the owner's employees in connection with any failure, even if the failure is covered by a warranty.
10. The owner is responsible for "down time" expenses, overtime expenses, cargo damage, and all business costs and losses resulting from a warrantable failure. CUMMINS is not responsible for any incidental or consequential damages.
11. No warranty will be considered applicable unless sufficient evidence (in the reasonable opinion of CUMMINS) is presented by the owner, at the time warranty repair is requested, to enable CUMMINS to determine which, if any, of the above warranties apply.

12. THE WARRANTIES STATED IN THIS DOCUMENT ARE THE ONLY WARRANTIES APPLICABLE TO GOODS AND SERVICES SOLD BY CUMMINS. THEY ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. CUMMINS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CUMMINS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. NO STATEMENT OR REPRESENTATION TO THAT CONTRADICTS OR ADDS TO ANYTHING IN THIS DOCUMENT SHALL BE BINDING UPON CUMMINS UNLESS IT IS WRITTEN ON THIS DOCUMENT AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CUMMINS.

### IMPORTANT INFORMATION ABOUT CUMMINS ENGINES

1. Installing this engine for any purpose other than for its intended application provided on the engine's dataplate may be a violation of federal law subject to civil penalty.
2. ReCon engines cannot be installed in new vehicle or equipment.
3. The Recon Engine to be installed is to be of the same or newer model year as the model year of the engine, or engine with aftertreatment system, it is replacing, or if this is unknown, the model year of the vehicle or equipment in which it is to be used.

CUMMINS Inc  
390 Interlocken Crescent, Suite 200  
Broomfield, Colorado 80021



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing;  
 Remit To: Cummins Rocky Mountain  
 P.O. Box 912138  
 Denver, CO 80291-2138

DENVER BRANCH  
 8211 EAST 96TH AVENUE  
 HENDERSON, CO 80640-8523  
 (303)287-0201

<b>INVOICE NO</b>
001-18065
REMIT TO: P.O.Box 912138 Denver, CO 80291-2138

**BILL TO**



**OWNER**



PAGE 2 OF 4

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OSN/MSN/VIN 476S900099S229018

LINKAGE AND ADJUSTED CLUTCH, CONNECTED ALL OEM WIRING EXHAUST FUEL AND COOLANT LINES, INSTALLED COOLING PACKAGE AND FAN AND FAN GUARD. INSTALLED ALL ENGINE COVERS AND DECK PLATES. INSTALLED NEW FUEL FILTER, FILLED ALL FLUIDS CHARGED BATTERY, RECALC ECM TO CORRECT CAL AND UPDATED TEMPLATE. RAN UNIT VERIFIED NO LEAKS, PACED UP CRANE BOOM AND OUT RIGGERS, DROVE UNIT AROUND YARD TO VERIFY JAKES AND CLUTCH OPERATION CLEANED WORK AREA.

019739 5-2-18

DROVE UNIT INTO SHOP, REMOVED COUNTERWEIGHTS FROM UNIT SWUNG CRANE OFF TO SIDE FOR ACCESS, REMOVED ENCLOSURE AROUND ENGINE,

019739 5-4-18

REMOVED PTO PUMP FROM FRONT ENGINE HOUSING, REMOVED FRONT ENGINE MOUNTS AND REAR ENGINE MOUNTS REMOVED CLUTCH LINKAGE, REMOVED ENGINE FROM UNIT.

230697 5-31-18

TRANSFERRED FITTINGS FOR AIR COMPRESSOR. PUT ALL LOOSE PARTS BACK ONTO CORE ENGINE AND PUT CORE ENGINE ON SKID. HELPED SWING ENGINE IN CRANE. STARTED BOLTING UP TRANSMISSION AND PICKED UP AND CLEANED UP BAY.

**COVERAGE**

BILLABLE TO CUSTOMER

1		1	LF14000-NN	PAC,LF	FLG	58.79	58.79
1		1	773780	PREM BLUE 15W40 1 GALLO	VALVOLINE	15.75	15.75
1		1	DR6895RX	ENG ISM 11 07 U 280@2100	DRC	26,384.60	26,384.60
					10 DAY LEAD / SEE INTERNAL FOR GROOMINGSerial#: 60436186		
1		1	DR6189D	ENG MTA 11 B	CLEAN	4,920.00	4,920.00
1		1	4089544	KIT,SEAL	CECO	103.78	103.78
1		1	3871472	GASKET	CECO	91.56	91.56

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CUMMINS Inc  
390 Interlocken Crescent, Suite 200  
Broomfield, Colorado 80021



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing;  
 Remit To: Cummins Rocky Mountain  
 P.O. Box 912138  
 Denver, CO 80291-2138

DENVER BRANCH  
 8211 EAST 96TH AVENUE  
 HENDERSON, CO 80640-8523  
 (303)287-0201

<b>INVOICE NO</b>
001-18065
REMIT TO: P.O.Box 912138 Denver, CO 80291-2138

**BILL TO**



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<b>REF. NO.</b>	<b>SALESPERSON</b>	<b>PARTS DISP.</b>	<b>MILEAGE/HOURS</b>	<b>PUMP CODE</b>	<b>UNIT NO.</b>
236245	019051		14572 / 7066		110416

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		476S900099S229018					
2		2	3871404	O'RING	CECO	4.22	8.44
1		1	5394102	GASKET,OIL PAN	CECO	35.35	35.35
2		2	3032787	SEAL,O RING	CECO	3.96	7.92
1		1	2871314	GASKET,HAND HOLE	CECO	6.43	6.43
1		1	4988280	GASKET,HYDRAULIC PUMP	CECO	3.30	3.30
1		1	2863701	SEAL,O RING	CECO	6.51	6.51
1		1	4071224	CAP,FILLER	CECO	97.66	97.66
3		3	1TDX2	LOCTITE 90ML AEROSOL CAN	GRAINGER	53.20	159.60
40		40	VV705290Q	PREMIUM BLUE 15W40(QUART)	VALVOLINE	3.00	120.00
1		1	AF890	RPL.AF4089	FLG	98.94	98.94
1		1	FS1000	PAC, FS	FLG	21.10	21.10
1		1	WF2121	PAC, WF	FLG	90.29	90.29
8		8	3819581	SCREW,HEXAGON HEAD CAP	CECO	9.39	75.12
1		1	3102500	SEAL,O RING	CECO	4.60	4.60
1		1	TURN FLYWHEEL	TURN FLYWHEEL	NSPARTC	121.01	121.01
1		1	4024809	KIT,FUEL SOLENOID	CECO	66.80	66.80
-1		-1	DR6189D	ENG MTA 11 B	DIRTY	4,920.00	4,920.00

Serial#: 35250111

PARTS:	27,577.55
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	27,577.55
SURCHARGE TOTAL:	0.00

Billing Inquiries? Call (303)927-2116 or email RockyMountainCredit@cummins.com

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AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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Products and services provided by CUMMINS Inc (referred to as "CUMMINS") are subject to limited warranties as described in this document. The warranties described under the heading for any class of product or service are the only warranties that apply to that class of product or service. EXCEPT AS STATED UNDER THE APPLICABLE HEADING, CUMMINS MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

### NEW ENGINES AND EQUIPMENT WARRANTIES

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of Cummins Inc. (Cummins) for new Cummins engines, and will administer the warranty of Onan Corporation (Onan) for new Onan generators. CUMMINS will also administer the warranty provided by the manufacturer for other new engines and equipment sold by CUMMINS. Warranty certificates are provided by the equipment manufacturer or new engine sales location, and additional copies are available from CUMMINS. The manufacturer's warranty is the only warranty that applies to new engines and equipment. Customer is responsible for providing Property and/or Inland Marine insurance for engines and/or equipment upon delivery to the job site.

### CUMMINS EXCHANGE ENGINES

Subject to the limitations stated below (see WARRANTY LIMITATIONS), CUMMINS will repair (or, the option of CUMMINS, replace), at a CUMMINS location, any CUMMINS exchange engine that fails under normal use and service, due to a defect in materials or workmanship, within one year of operation, following delivery of the engine to the first retail purchaser. Costs of removing and reinstalling the engine are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location.

### DIESEL RECON EXCHANGE ENGINES

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of Diesel ReCon Co. (a division of CUMMINS). Warranty certificates are provided by Diesel ReCon Co. and are available at the sales location. Additional copies are available from CUMMINS. The Diesel ReCon Co. warranty is the only warranty that applies to Diesel ReCon exchange engines.

### CUMMINS REBUILT ENGINES (In-Frame or Out-of-Frame)

These engines are covered by CUMMINS's warranty as to workmanship (see SERVICE WORK, below) and applicable parts and component warranties. No other warranties apply. Costs of removing and reinstalling the engine are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location.

### NEW CUMMINS PARTS OR DIESEL RECON EXCHANGE COMPONENTS

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of CUMMINS for new CUMMINS parts and the warranty of Diesel ReCon Co. for Diesel ReCon Co. exchange components. Warranty information furnished by CUMMINS or Diesel ReCon Co. will be available at the sales location. Additional copies may be obtained from the CUMMINS or Diesel ReCon Co. The warranties provided by CUMMINS or Diesel ReCon Co., as the case may be, are the only warranties applicable to new CUMMINS parts Diesel ReCon Co. exchange components.

### CUMMINS EXCHANGE COMPONENTS

Subject to the limitations stated below (see WARRANTY LIMITATIONS), CUMMINS will repair (or, the option of CUMMINS, replace), at a CUMMINS location, any CUMMINS exchange component that fails under normal use and service, due to a defect in materials or workmanship, within six months following delivery of the engine to the first retail purchaser. Costs of removing and reinstalling the component are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location, nor are costs of any other repairs or replacements that may be caused by failure of the covered component.

### OTHER NEW PARTS AND COMPONENTS

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty provided by the manufacturer of new parts or components sold by CUMMINS. Any warranty information furnished by the manufacturer will be available at the sales location. Additional copies may be obtained from the manufacturer. Manufacturers' warranties are the only warranties applicable to new parts or components sold by CUMMINS.

### SERVICE WORK

Subject to the limitations stated below (see WARRANTY LIMITATIONS), CUMMINS will repair (or, the option of CUMMINS, replace), at a CUMMINS location, any failures that occur, under normal use and service, from defects in workmanship in service work performed by CUMMINS in any of its repair facilities, within three months after the date of work order completion. This warranty covers only reasonable labor costs. Parts are covered under the applicable parts warranty above (see NEW CUMMINS PARTS OR DIESEL RECON EXCHANGE COMPONENTS, CUMMINS EXCHANGE COMPONENTS or OTHER NEW PARTS AND COMPONENTS above, as applicable). CUMMINS makes no warranty and has no liability for failure of reused parts, whether or not they have been magnafluxed.

### WARRANTY LIMITATIONS

The following limitations are applicable to all warranties provided by CUMMINS:

1. CUMMINS is not responsible for failures resulting from owner or operator abuse or neglect such as operation without adequate coolant, fuel or lubricants; over-fueling; over-speeding; lack of maintenance of lubricating, cooling or air intake systems; or improper storage, starting, warm up, run-in or shut down practices. CUMMINS makes no warranty with respect to accessories supplied by Cummins or other manufacturers which bear the name of another company. Any warranties for these accessories come from their manufacturers and not from CUMMINS. Examples of these accessories include alternators, starters, tanks, non-Cummins air compressors, air conditioning compressors, clutches, engine brakes, transmissions, torque converters and non-Cummins steering pumps.
2. CUMMINS makes no warranty and has no liability for failure of reused parts, whether or not they have been magnafluxed. Unless the owner issues specific instructions to the contrary when repairs are authorized, CUMMINS will replace only such parts as CUMMINS considers necessary.
3. All parts supplied and repair work done by CUMMINS which may be the subject of any manufacturer's warranty will be billed to owner by CUMMINS and must be paid for in the normal manner while the warranty claim is being processed through the manufacturer and any parts claimed to be defective are being examined. If and when CUMMINS receives a credit from the manufacturer as a result of the warranty claim, this credit will be passed on to the owner.
4. Before a claim for excessive oil consumption will be considered, the owner must submit adequate documentation to show that consumption exceeds CUMMINS published standards.
5. No new warranty is made when a repair or replacement covered by warranty is completed. The remaining term of the original warranty continues but is not extended.
6. The owner is responsible for costs of towing, lubricating oil, antifreeze, filter elements, hoses, belts and other maintenance items replaced during warranty repairs. The only exception applies to new CUMMINS engines, if and to the extent such items are covered by the new engine warranty.
7. CUMMINS is not responsible for failures resulting from repairs made by others, or from the use of parts or components not approved by CUMMINS.
8. Owners are responsible for operation and maintenance of engines and other equipment as specified in the applicable manufacturer's operation and maintenance manuals. Failures resulting from improper operation or maintenance are not covered by warranty.
9. The owner is responsible for communication expenses, meals, lodging and incidental costs incurred by the owner or the owner's employees in connection with any failure, even if the failure is covered by a warranty.
10. The owner is responsible for "down time" expenses, overtime expenses, cargo damage, and all business costs and losses resulting from a warrantable failure. CUMMINS is not responsible for any incidental or consequential damages.
11. No warranty will be considered applicable unless sufficient evidence (in the reasonable opinion of CUMMINS) is presented by the owner, at the time warranty repair is requested, to enable CUMMINS to determine which, if any, of the above warranties apply.

12. THE WARRANTIES STATED IN THIS DOCUMENT ARE THE ONLY WARRANTIES APPLICABLE TO GOODS AND SERVICES SOLD BY CUMMINS. THEY ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. CUMMINS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CUMMINS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. NO STATEMENT OR REPRESENTATION TO THAT CONTRADICTS OR ADDS TO ANYTHING IN THIS DOCUMENT SHALL BE BINDING UPON CUMMINS UNLESS IT IS WRITTEN ON THIS DOCUMENT AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CUMMINS.

### IMPORTANT INFORMATION ABOUT CUMMINS ENGINES

1. Installing this engine for any purpose other than for its intended application provided on the engine's dataplate may be a violation of federal law subject to civil penalty.
2. ReCon engines cannot be installed in new vehicle or equipment.
3. The Recon Engine to be installed is to be of the same or newer model year as the model year of the engine, or engine with aftertreatment system, it is replacing, or if this is unknown, the model year of the vehicle or equipment in which it is to be used.

CUMMINS Inc  
390 Interlocken Crescent, Suite 200  
Broomfield, Colorado 80021



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing;  
 Remit To: Cummins Rocky Mountain  
 P.O. Box 912138  
 Denver, CO 80291-2138

DENVER BRANCH  
 8211 EAST 96TH AVENUE  
 HENDERSON, CO 80640-8523  
 (303)287-0201

<b>INVOICE NO</b>
001-18065
REMIT TO: P.O.Box 912138 Denver, CO 80291-2138

**BILL TO**



**OWNER**



PAGE 4 OF 4

\*\*\* CCARD \*\*\*

<b>DATE</b>	<b>CUSTOMER ORDER NO.</b>	<b>DATE IN SERVICE</b>	<b>ENGINE MODEL</b>	<b>PUMP NO.</b>	<b>EQUIPMENT MAKE</b>
05-JUN-2018	CREDIT CARD	21-JAN-2010	ISM CM876		GROVE
<b>CUSTOMER NO.</b>	<b>SHIP VIA</b>	<b>FAIL DATE</b>	<b>ENGINE SERIAL NO.</b>	<b>CPL NO.</b>	<b>EQUIPMENT MODEL</b>
6488476		25-APR-2018	35250111	CPL333000	TM9100
<b>REF. NO.</b>	<b>SALESPERSON</b>	<b>PARTS DISP.</b>	<b>MILEAGE/HOURS</b>	<b>PUMP CODE</b>	<b>UNIT NO.</b>
236245	019051		14572 / 7066		110416

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 476S900099S229018

LABOR:	11,063.00
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	11,063.00
MISC.:	- 19,727.70
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	- 19,727.70
HAZ WASTE DISPOSAL	100.00
ELECTRONIC TOOLING FEE	50.00
SHOP SUPPLIES	150.00
ROAD MILEAGE FS ENG	189.00
CUSTOMER DEPOSIT	- 20,216.70
LOCAL STATE	1,740.53
	807.00

Billing Inquiries? Call (303)927-2116 or email RockyMountainCredit@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD. REFUNDS: Cash refunds in excess of \$250 will be refunded by check, all other payments will be refunded in tender submitted.

SUB TOTAL:	18,912.85
TOTAL TAX:	2,547.53
<b>TOTAL AMOUNT: US \$</b>	<b>21,460.38</b>

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## LIMITED WARRANTY

Products and services provided by CUMMINS Inc (referred to as "CUMMINS") are subject to limited warranties as described in this document. The warranties described under the heading for any class of product or service are the only warranties that apply to that class of product or service. EXCEPT AS STATED UNDER THE APPLICABLE HEADING, CUMMINS MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

### NEW ENGINES AND EQUIPMENT WARRANTIES

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of Cummins Inc. (Cummins) for new Cummins engines, and will administer the warranty of Onan Corporation (Onan) for new Onan generators. CUMMINS will also administer the warranty provided by the manufacturer for other new engines and equipment sold by CUMMINS. Warranty certificates are provided by the equipment manufacturer or new engine sales location, and additional copies are available from CUMMINS. The manufacturer's warranty is the only warranty that applies to new engines and equipment. Customer is responsible for providing Property and/or Inland Marine insurance for engines and/or equipment upon delivery to the job site.

### CUMMINS EXCHANGE ENGINES

Subject to the limitations stated below (see WARRANTY LIMITATIONS), CUMMINS will repair (or, the option of CUMMINS, replace), at a CUMMINS location, any CUMMINS exchange engine that fails under normal use and service, due to a defect in materials or workmanship, within one year of operation, following delivery of the engine to the first retail purchaser. Costs of removing and reinstalling the engine are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location.

### DIESEL RECON EXCHANGE ENGINES

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of Diesel ReCon Co. (a division of CUMMINS). Warranty certificates are provided by Diesel ReCon Co. and are available at the sales location. Additional copies are available from CUMMINS. The Diesel ReCon Co. warranty is the only warranty that applies to Diesel ReCon exchange engines.

### CUMMINS REBUILT ENGINES (In-Frame or Out-of-Frame)

These engines are covered by CUMMINS's warranty as to workmanship (see SERVICE WORK, below) and applicable parts and component warranties. No other warranties apply. Costs of removing and reinstalling the engine are not covered by this warranty, nor is any cost of towing, delivery or shipment to a CUMMINS location.

### NEW CUMMINS PARTS OR DIESEL RECON EXCHANGE COMPONENTS

CUMMINS makes no warranty of its own. CUMMINS will administer the warranty of CUMMINS for new CUMMINS parts and the warranty of Diesel ReCon Co. for Diesel ReCon Co. exchange components. Warranty information furnished by CUMMINS or Diesel ReCon Co. will be available at the sales location. Additional copies may be obtained from the CUMMINS or Diesel ReCon Co. The warranties provided by CUMMINS or Diesel ReCon Co., as the case may be, are the only warranties applicable to new CUMMINS parts Diesel ReCon Co. exchange components.

### CUMMINS EXCHANGE COMPONENTS

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### OTHER NEW PARTS AND COMPONENTS

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### SERVICE WORK

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### WARRANTY LIMITATIONS

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2. CUMMINS makes no warranty and has no liability for failure of reused parts, whether or not they have been magnafluxed. Unless the owner issues specific instructions to the contrary when repairs are authorized, CUMMINS will replace only such parts as CUMMINS considers necessary.
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4. Before a claim for excessive oil consumption will be considered, the owner must submit adequate documentation to show that consumption exceeds CUMMINS published standards.
5. No new warranty is made when a repair or replacement covered by warranty is completed. The remaining term of the original warranty continues but is not extended.
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### IMPORTANT INFORMATION ABOUT CUMMINS ENGINES

1. Installing this engine for any purpose other than for its intended application provided on the engine's dataplate may be a violation of federal law subject to civil penalty.
2. ReCon engines cannot be installed in new vehicle or equipment.
3. The Recon Engine to be installed is to be of the same or newer model year as the model year of the engine, or engine with aftertreatment system, it is replacing, or if this is unknown, the model year of the vehicle or equipment in which it is to be used.

CUMMINS Inc  
390 Interlocken Crescent, Suite 200  
Broomfield, Colorado 80021