



Terms of Sale For The Sale of Goods Online

Version 1

Effective Date: _____, 2023 | Last Modified: _____, 20__

I. DISCLAIMER

These *Terms of Sale For The Sale of Goods Online* (collectively referred to herein, as the same may be amended or restated, as “Terms of Sale”) shall be applicable to all customers who purchase any Product(s) (as defined herein, below) online from Stower Machinery Corporation, or any divisions thereof, including Stowers Power Systems and Stowers Rents (collectively referred to as “Stowers”). These Terms of Sale apply without limitation to any purchases made and/or Products acquired by use of the www.Myparts.CAT.com website, the <https://parts.cat.com/stowers> website, the <https://parts.cat.com/en/catcorp> website, and/or any other similarly named or related domain names used for similar purposes whether now existing or which may exist in the future (collectively, the “Website”).

Please review these Terms of Sale carefully prior to making any purchase. These Terms of Sale govern your rights and interests and place certain limitations thereupon. In addition, these Terms of Sale contain important disclaimers and waivers. Any use of the Website shall act as your express consent to these Terms of Sale.

These Terms of Sale: (a) shall govern your rights and obligations in connection with any Product(s) acquired via the foregoing Website; (b) set forth certain conditions, limitations and exclusions which may apply to you and/or any Product(s) you purchase; (c) expressly limit and/or waive completely, all liability of Stowers and its agents, employees, affiliates, subsidiaries, parent companies, successors and/or assigns (collectively referred to as “Agents”) and/Caterpillar and its Agents; and (d) expressly disclaim any and all warranties and/or representations for any Product(s) purchased, except as expressly set forth under Section 7 herein.

PRODUCTS PURCHASED ON THIS SITE MAY NOT BE EXPORTED OR OTHERWISE TRANSPORTED OUTSIDE THE UNITED STATES.

II. ACKNOWLEDGMENT & CONSENT

By using the Website and/or making any purchase(s) using the Website, you expressly agree that such use of the Website shall constitute your express and unequivocal agreement and: (a) acceptance to be bound by these Terms of Sale, and/or if making any purchase(s) on behalf of or in connection with a principal, company, or organization (collectively, an “Affiliate Organization”), to bind your Affiliate Organization to these Terms of Sale; (b) affirmation that you are a legal, competent adult over the age of eighteen (18) with all requisite authority necessary to accept these Terms of Sale and, if applicable, to bind your Affiliate Organization(s) to these Terms of Sale; and (c) you are not prohibited from accessing the Website or any of the Website’s contents, goods, or services by applicable law.

III. EXPRESS WAIVERS

By making any purchase from the Website, you are expressly agreeing, with respect to any dispute or controversy arising from, or in connection with, any use of the Website, purchase(s) made via the Website, and/or these Terms of Sale, that:

- A. YOU WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY ACTION RELATED TO SUCH PURCHASE;
- B. YOU WAIVE ANY AND ALL RIGHTS TO PARTICIPATE AND/OR BE NAMED A PLAINTIFF IN A CLASS ACTION LAWSUIT AND EXPRESSLY AGREE TO REFRAIN FROM THE FOREGOING; and
- C. ALL DISPUTES AND CONTROVERSIES SHALL BE SUBJECT TO ARBITRATION IN KNOX COUNTY TENNESSEE, WITH ALL OBJECTIONS TO PERSONAL JURISDICTION BEING HEREBY EXPRESSLY WAIVED BY YOU.

IV. GENERAL TERMS OF SALE

1. **Incorporation of Articles I through III.** For the avoidance of doubt, Articles I through III, set forth above, are hereby expressly incorporated into these Terms of Sale as if set forth below in verbatim.
2. **Definitions.** All capitalized terms used herein shall have those meanings and definitions assigned to them herein throughout this Agreement unless otherwise provided for herein.
3. **Terms of Sale; Effectiveness and Amendment.** These Terms of Sale shall apply to the purchase and sale of Product(s) and services available for purchase through the Website, including without limitation all the software, parts, pieces, and components contained therein, together with any available related accessories, manuals, materials, and other information ("Products"), and the delivery of such Product(s), together with all buyers of the Products. The Website is hosted and/or operated by Stowers, a Tennessee Corporation with its principal office located at 6301 Old Rutledge Pike, Knoxville, 37924, in its capacity as an authorized dealer for Caterpillar Inc., a Delaware corporation with offices located at 100 N.E. Adams Street, Peoria, IL 61629 (together with its Agents "Caterpillar"). All sales made through this Website will be fulfilled by (a) Stowers in its capacity as an authorized dealer for Caterpillar and/or (b) a third party authorized dealer (a "Dealer"); with the fulfilling entity being identified as the "Seller" in the Shipping Confirmation (as defined below). Caterpillar, Stowers, and Dealer shall each be included in all references to "Seller" herein, as applicable in the event that such party is designated "Seller" on the Order Confirmation (defined below) and all of the foregoing parties shall have all rights and protections provided to "Seller" herein, regardless of the entity listed as "Seller" on the Order Confirmation, provided however, that nothing herein shall be construed to supersede, replace, limit, or otherwise adversely affect any policies which any Dealer has, including those which may be adopted in the future.

Seller reserves its respective rights, in its sole discretion, to update or modify these Terms of Sale at any time. All such modifications and changes shall apply to all purchases of Products from the Website from and after the time that such modifications and changes are posted on the Website. You should review these Terms of Sale prior to purchasing any Product that is available through the Website. Your continued use of this Website following any revisions or restatements to the Terms of Sale shall constitute your acceptance of and agreement to those changes and your

continued access to the Website shall constitute your consideration. Each version of these Terms of Sale shall be notated as “v” followed by a number or “Version” followed by a number. The version which is posted on the Website shall be deemed the most current version.

- 4. Order Acceptance and Cancellation.** You agree that your order is an offer to buy, under and in accordance with these Terms of Sale, all Products listed in your order. All orders must be accepted by Seller or Seller shall not be obligated to sell the Products to you. Seller may choose not to accept any orders in its sole discretion. Stowers shall not incur any liability or obligation in connection with any decision made by Caterpillar, Stowers or a third-party Dealer. After Seller receives your order, you will receive an email that confirms receipt of your order and includes details relating to your order (the “Order Confirmation”). Acceptance of your order will not take place unless and until you have received the Order Confirmation; provided that your Order is still subject to cancellation as provided in this Agreement. Upon issuance of the Order Confirmation, these Terms of Sale shall be the contract of sale for your order. Subject to the terms herein, the contract for sale shall be between you or your Affiliate Organization (with such Affiliate Organization being included in all references to “you” or “your” herein) and the entity listed in the applicable Shipping Confirmation as a “Seller.” Your order may be fulfilled by one or more Seller through separate shipments or deliveries and, in such case, you will have a separate contract of sale with each such Seller. Once your Order has been shipped or is picked up you will receive an e-mail that (a) states your order has shipped or has been picked up, and (b) includes the name of the Seller and the fulfillment details, including your 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.”

You have a limited option to cancel or modify your order at any time before the applicable Order Confirmation is sent which may be exercised calling Stowers customer care at (865) 546-1414 (“Customer Care”). Notwithstanding anything else to the contrary, the Seller shall have the rights, in its sole discretion, to: (a) cancel or refuse any order at any stage of the ordering process, including at any time up until the Shipping Confirmation has been sent; (b) to cancel your order if at any time prior to shipment Seller, as applicable, determines that it does not have the Products you ordered in inventory; and any such cancellation and termination shall be at no cost, liability or obligation to Seller. In addition, Seller reserves the right, but shall not have the duty, to screen you and your order for, among other things, compliance with applicable Laws (as defined herein) and policies. If, in its sole discretion, Seller determines that you or the Product(s) do not, or may not comply with any Laws or any policy, then Seller shall have the right to cancel your order without any cost, liability or obligation to you; provided however, that nothing herein shall be construed so as to indicate or infer that any Products ordered herein are in compliance with the any Laws (as defined below) which the you may be subject to. You are solely and exclusively responsible for adherence to all applicable Laws.

5. Prices and Payment Terms.

All prices posted on this Website are subject to change without notice. The price charged for a Product will be the price reasonably determined by Seller to be in effect at the time the order is placed and will be set forth in your Order Confirmation. Price increases will only apply to orders placed after such increases are shown on the prices on the Website. Posted prices do not include taxes or other governmental fees or charges (the “Taxes”) or charges for shipping. All such Taxes and shipping charges shall be added to your merchandise total and shall be itemized in your shopping cart and in your Order Confirmation. The Taxes and shipping charges included in the Order Confirmation shall 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 shall not be responsible for pricing, typographical or other errors on this Website or offered by the Seller and the Seller reserves the right to cancel any orders arising from such errors. Notwithstanding the foregoing provisions, you shall be solely responsible for properly reporting any and all taxes incurred by you or your Affiliate Organization.

Upon receipt of the order, Seller shall have the right to confirm, to its reasonable satisfaction, that you have the credit available to pay for the order and a hold shall be placed against your credit card in the amount of the order before issuance of the Order Confirmation. Seller shall 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 Website 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 your order shall be provided to such third-party processor, and you expressly authorize and grant Seller 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 your 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 shall be honored, as applicable, by your credit card company or the company supporting your payment, and (iv) you must pay the amount set forth in the Shipping Confirmation, as well as all applicable Taxes and shipping charges (as the same may adjusted, as contemplated under these Terms of Sale).

6. **Shipments; Delivery; Title and Risk of Loss.** Your order shall be fulfilled through the shipment or delivery of the Products from the Seller. The number of days quoted for shipping on this Website is solely an estimate of transit time, additional time is required for processing orders. You shall pay all shipping charges applicable to your order. Title and risk of loss will pass to you (a) in the case of shipment, upon delivery of the Product(s) to the shipping address listed in the Shipping Confirmation, and, (b) in the case of pick up at the location listed in the Shipping Confirmation or otherwise agreed to by the Seller, upon delivery of the Product to you or your representative at such location. Shipping and delivery dates are estimates only, not guarantees. The Seller shall not be liable for any delays in shipments nor any damages, expenses, or lost opportunities incurred in connection therewith, whether the foregoing are direct damages or proximate damages.
7. **Returns and Refunds.** No refunds shall be remitted for any Products designated on this Website as non-returnable, and including without limitation Products which are not returnable to Caterpillar, Products which are not in stock at the time of purchase and which are under \$60.00, non-stock O-rings, gaskets and seals, hydraulic hoses and metal lines with protective end caps removed, electrical items that have been installed, chemical compounds, any specially sealed parts that have been opened or items that are rusted or damaged, any material cut-to-order or “made as ordered” (“MAO” items), tooling and parts and technical literature.

Excepting the foregoing, and subject this Section, together with an inspection of the Products being returned and proof of purchase for such Products, you may return Products purchased on this Website for a refund of (a) your purchase price, including the Taxes you paid; minus (b) the original shipping costs, including any return shipping costs and/or re-stocking fees (the amount of such refund as determined by this Section, being, the “Return Credit”), by following the return process on the Website or by contacting Customer Care to create a request to return the Products (the “Return Request”).

Return Requests must be received no more than thirty (30) days from the OMS Invoice. Refunds and/or credit amounts for eligible returns shall be as set forth in Stowers' "Parts Return Policy"), subject to all other Stowers' policies and/or applicable Caterpillar policies.

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, you will be responsible for paying any return shipping before the applicable Products are returned to you. You will receive a correspondence stating the reason for rejection along with contact information for further assistance. For eligible returns, a 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 Website. NEITHER CATERPILLAR NOR STOWERS OR ANY DEALER OFFERS ANY REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS WEBSITE AS NON-RETURNABLE.

8. Limited Warranty.

STOWERS DOES NOT OFFER ANY WARRANTIES ON ANY PARTS SOLD AND/OR DELIVERED BY STOWERS. CATERPILLAR OFFERS A LIMITED WARRANTY (A "LIMITED WARRANTY") FOR CERTAIN CATERPILLAR PRODUCTS PURCHASED FROM THE WEBSITE THAT IS SET FORTH IN AND SUBJECT TO THE TERMS OF SALE OF THIS SECTION AND THE CATERPILLAR WARRANTY STATEMENT FOR THE APPLICABLE PRODUCT (AS AMENDED, MODIFIED OR REPLACED FROM TIME TO TIME, EACH A "WARRANTY STATEMENT"). FOR MORE INFORMATION PLEASE CLICK [HERE](#) AND/OR REACH OUT TO A CATERPILLAR CUSTOMER SERVICE REPRESENTATIVE USING CATERPILLAR'S SUPPORT CENTER [HERE](#) OR BY CALLING 1-888-228-1460. STOWERS' SHALL NOT BE RESPONSIBLE FOR ANY INACTIVE OR CHANGED WEBSITES OR NUMBERS, THE FOREGOING ARE PROVIDED FOR CONVENIENCE ONLY, STOWERS DOES NOT HAVE ANY CONTROL OVER THE FOREGOING. BOTH STOWERS AND CATERPILLAR RESERVE THE RIGHTS IN ITS THEIR RESPECTIVE DISCRETION TO CHANGE OR MODIFY THE TERMS OF THIS LIMITED WARRANTY, INCLUDING ANY CORRESPONDING WARRANTY STATEMENTS OR STANDALONE POLICIES AT ANY TIME. SUCH CHANGES MAY BE THROUGH A CHANGE TO THIS SECTION OR TO THE APPLICABLE WARRANTY STATEMENT OR STANDALONE POLICY. ALL SUCH CHANGES AND MODIFICATIONS SHALL APPLY TO THE PRODUCTS YOU PURCHASE FROM AND AFTER THE EFFECTIVE DATE OF SAID CHANGE OR MODIFICATION. NOTWITHSTANDING, YOU ARE RESPONSIBLE FOR VERIFYING THE EXISTENCE OF AND/OR SCOPE OF THE LIMITED WARRANTY OFFERED BY CATERPILLAR.

NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED ARE OFFERED, MADE, GIVEN, OR PROVIDED WHATSOEVER IN CONNECTION WITH ANY PRODUCTS AND/OR THE WEBSITE. SPECIFICALLY, NEITHER CATERPILLAR NOR ANY SELLER OR DEALER, NOR STOWERS MAKES ANY OTHER WARRANTIES AS TO THE

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL CATERPILLAR, STOWERS, SELLER OR ANY DEALER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF THE NEGLIGENCE OF CATERPILLAR, STOWERS, SELLER, OR A DEALER. NEITHER ANY PERFORMANCE NOR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY CATERPILLAR, STOWERS, SELLER AND/OR A DEALER OR ANY OF THEIR RESPECTIVE AGENTS 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, STOWERS, AND/OR ANY DEALER FOR ANY BREACH OF THIS LIMITED WARRANTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OR MAKING ANY FURTHER REPRESENTATIONS OR WARRANTIES, THE TOTAL AGGREGATE LIABILITY OF CATERPILLAR, STOWERS, AND/OR ANY DEALER UNDER THIS LIMITED WARRANTY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT(S) THAT YOU HAVE PURCHASED THROUGH THIS WEBSITE, NOR SHALL CATERPILLAR, STOWERS, AND/OR ANY DEALER 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 OTHER 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 Website, are subject to laws, rules, regulations, directives, ordinances, orders, or statutes (collectively, "Laws") of the United States and may be subject to the Laws of other, applicable countries. You agree to comply with all Laws applicable to you, your Agents, and/or your Affiliate Organization, which may include without limitation, 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 that neither you, nor your Agents and/or Affiliate Organization, whether directly or indirectly, shall export, reexport, release, transmit or otherwise transfer the Products: (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 or Law, including, without limitation, the U.S. government, such as for nuclear, chemical, or biological weapons Product(s)ion 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 Caterpillar's, Stowers', and/or Dealer's performance under this Agreement in contravention of any Laws. Without limiting the foregoing, Caterpillar, Stowers, and/or Dealer (as applicable) shall be excused from the performance of any obligations or duties under any agreement or arrangement with you for the purchase of any Product(s) in contravention of the foregoing and shall have the right to terminate such agreement or arrangement with immediate effect and without cost, liability, and/or further duty or obligation owed.

- 10. Privacy; Data.** Stowers is committed to providing customers with the best service possible in the field and online. Stowers respects the online privacy of its customers and suppliers and is committed to protecting personal information. Data collection devices, such as cookies, may be used through this website in order to deliver customized visitor experiences or analyze website user metrics or other lawful purposes. Stowers may disclose aggregated information about users, and information that does not identify individual users, without restriction. Clicking on links and banners on this website may lead to other websites subject to third-party privacy policies. Notwithstanding, neither Stowers, nor its Agents shall not be liable for any theft, disclosure, or dissemination of such information by cyberattack or other unlawful or unauthorized access such as ransom-attacks, hacking, phishing, or otherwise. The Stowers Machinery Corporation Privacy Policy may be viewed on our Website (Our "[Privacy Policy](#)"). For any questions about our Privacy Policy, please contact us at dsf@stowerscat.com., or by using our inquiry form located [here](#).
- 11. Force Majeure.** Seller shall not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Sale or any duty or obligation owed hereunder, 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, pandemic, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other similar circumstances of 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.
- 12. Contractual Statute of Limitations.** You agree that you shall not assert against Caterpillar, Stowers, and/or any Dealer any claim or make a demand for dispute resolution arising directly or indirectly under or in connection with these Terms of Sale that relates to, or assert as a cause for action, any event which occurred more than twelve (12) months after the earliest date on which the facts are based were or could, with the exercise of reasonable diligence, have been known to you.
- 13. Dispute Resolution and Mandatory Arbitration.** All disputes, claims and controversies relating in any way to your use of this Website, or to any Products sold by or distributed through this Website, or otherwise arising out of or relating to these Terms of Sale, shall be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Any arbitration against Stowers shall take place in Knox County, Tennessee. In either of the foregoing events, arbitration shall be held in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. In no event shall and request or demand for arbitration be made, permitted, or granted after the date when the

institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations or these Terms of Sale.

The arbitration panel shall consist of one individual appointed by the parties. 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, together with any decision rendered by arbitration shall be specifically enforceable in any court having jurisdiction hereof, as contemplated herein. Any decision rendered by the arbitrator pursuant to any arbitration shall be final and binding.

- 14. Choice of Law.** These Terms of Sale, together with issues of interpretation and formation hereof, shall be governed by the laws of the State of Tennessee. (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.
- 15. 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.
- 16. Entire Agreement.** These Terms of Sale (including any documents or policies cross-referenced in them) constitute the entire agreement between you and Caterpillar and/or Stowers (as applicable), with respect to your purchase of Product(s) on the Website and shall supersede and replace all prior agreements, representations, and warranties (if, any). The section titles in the Agreement are for convenience only and have no legal or contractual effect. The Terms of Sale of any quotation, offer, acknowledgement, invoice, or similar document, however designated, directly, or indirectly made or issued by you shall not apply.
- 17. Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms of Sale without our prior written consent. For the avoidance of doubt, any change of control or ownership, including those occurring by operation of law, shall constitute an “assignment” for purposes hereunder. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Sale. The formation of the contract of sale for your order at the time of the issuance of the Order Confirmation shall be with Caterpillar. However, Caterpillar’s rights and obligations under these Terms of Sale shall be automatically deemed to be assigned and delegated to Stowers and/or Dealer, without any notice to you, at the time of fulfillment of any Products in your order (whether through shipping or by pick up) (the “Fulfilled Products”). Caterpillar shall not have any liability or obligation in connection with said Fulfilled Products after said assignment and delegation.
- 18. Nomenclature.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and the words of any gender shall include the other gender where appropriate.
- 19. Translated Versions.** To the extent any translated version of these Terms of Sale conflicts with the English version, this English version shall control such conflicting terms.

- 20. Release.** On behalf of yourself, together with your Agents, you hereby expressly releases and forever discharges the Stowers and its Agents from any and all manner of actions, causes of action, liabilities, losses, suits, debts, fees (including reasonable attorneys' fees), costs, expenses, distributions, which arise out of, concern, relate to, or otherwise connected in any Products purchased through the Website and/or any actions omissions taken, or caused to occur by Caterpillar and/or a third party Dealer and/or each of their respective Agents, business, activities, operations, conduct, and/or otherwise.
- 21. Other Policies; Conflicting Terms.** To the extent that any provisions set forth herein conflict with any other policy or guidelines enacted by Stowers or Caterpillar, the more specific provision or the provision which grants either Stowers or Caterpillar the most protection, shall govern. Notwithstanding, all other policies and guidelines which are not in conflict with these Terms of Sale shall be in addition to, and cumulative herewith.
- 22. Costs and Fees.** If Stowers is the prevailing party in any arbitration or court proceedings which arises from or in connection with this Policy, and/or any Web Interfaces, Communication Platforms, Services, and/or Products, Stowers shall be reimbursed by the other party for all costs, expenses and charges, including, without limitation, reasonable attorneys' fees, incurred by the Stowers.
- 23. 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 Caterpillar, Stowers, any applicable Dealer and you.
- 24. Intellectual Property Ownership.** For purposes of these Terms of Sale, "Intellectual Property" means all inventions, patents, patent applications, know-how, software, trademarks, design rights and copyrightable material, including, without limitation, reports, drawings, records, manuals, and computer programs. Except for the implied license to use Seller's Intellectual Property in connection with the purchase of the Products under these Terms of Sale, you have no additional rights or license to Caterpillar's Intellectual Property.
- 25. Notices.**
- a. To the Customer.** Any notice to you may be provided under these Terms of Sale by: (i) sending a message to the e-mail address you provide or (ii) by posting to the Website. 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 your responsibility to keep your e-mail address current.
 - b. To Caterpillar.** To give Caterpillar notice under these Terms of Sale, you must contact Caterpillar by personal delivery, FedEx overnight delivery, or registered or certified mail with return receipt requested to: Attn: Chief Legal Officer, Caterpillar Inc., 100 N.E. Adams St., Peoria, Illinois 61629; unless otherwise provided for under its policies, which may be found at Caterpillar's website. The foregoing is supplied for convenience only, you shall be responsible for verifying the most recent notice information.
 - c. To Stowers.** To give Stowers notice under these Terms of Sale, notice under these Terms of Sale, you must contact Stowers by personal delivery, FedEx overnight delivery, or USPS registered or certified mail with return receipt requested to: Long, Ragsdale & Waters, P.C., Attn: Garret Swartwood, Esq., 1111 N. Northshore Dr., Suite S-700, Knoxville, Tennessee, 37919.

- d. *In any Event.*** Notices sent pursuant to the provisions above shall be deemed to be effective and delivered: (a) one (1) business day after they are sent, if sent by FedEx overnight delivery services; or (b) three (3) days after being deposited, if sent using registered or certified mail with return receipt requested.

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