



Terms and Conditions of Maintenance and Repair Services.

****Please read carefully****

1. Parties to this Agreement; Definitions. As used in this Agreement, the terms: (a) "Deckplate Diesel" shall mean the Deckplate Diesel LLC repair facility identified in the Service Authorization, estimate, work order, online request, or other ordering document; (b) "Customer" shall mean the Customer identified in the Service Authorization, estimate, work order, online request or other ordering document; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Parts used in the Services; (d) "Part(s)" shall mean the new and/or used parts, components, accessories or materials used in the Services; and (e) "Services" means the repair and/or maintenance services performed by Rush for Customer, together with the Parts.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

LIMITED WARRANTY ON SERVICES: Deckplate Diesel warrants that the Services will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of 90 days from the date the Services are performed. Customer's sole and exclusive remedy, and Deckplate Diesel's entire liability under the Services Warranty, is the repair of any nonconforming portion of the Services. The Services Warranty is valid only if the vehicle is returned, at the Customer's expense, to Deckplate Diesel's repair facility. Any claim for repairs to be performed other than Deckplate Diesel must be approved in writing by Deckplate Diesel prior to the commencement of any work. The Services Warranty extends only to the Customer for whom the Services were provided and not any subsequent purchaser. DECKPLATE DIESEL PROVIDES NO OTHER WARRANTIES CONCERNING ITS SERVICES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

PARTS – MANUFACTURER WARRANTIES ONLY: Any warranties on any Parts are limited only to those written warranties provided by the applicable Part's manufacturer. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PARTS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

NO OTHER WARRANTIES: EXCEPT AS SET FORTH ABOVE, DECKPLATE DIESEL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. Deckplate Diesel neither assumes nor authorizes any other person to assume for it, any liability in connection with the services or any parts provided to customers in conjunction with the services.

Emissions Tampered Equipment: According to the North Dakota Administrative Code: Title 33 Article 15 Chapter 8: Section 33-15-08-02 "*Removal or disabling of motor vehicle pollution control devices prohibited.*" The EPA is vigilant in investigating and prosecuting fleets, truck owners and service facilities found violating emissions tampering rules. According to the North Dakota Administrative Code: Title 33 Article 15 Chapter 8: Section 33-15-08-02 "*Removal or disabling of motor vehicle pollution control devices prohibited.*"-

"Tampering" Includes:

- Removing or disabling any device or component that is part of the emissions system of a vehicle;
- Installing any "defeat device" to bypass a component of the emission system; and
- Falsifying, modifying, or making inaccurate any monitoring device or method required for emissions control, such as vehicle on-board diagnostics or sensors

Deckplate Diesel will not knowingly work on an emission system that has been tampered with or deleted unless it is to return the system back to the Original Manufacturer's EPA Specifications. If during the repair, the vehicle is found to be "tampered" with, the technician will cease all work and notify their supervisor immediately.



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THE OWNER OF THE VEHICLE WILL BE NOTIFIED AND ONE OF TWO OPTIONS:

1. The customer will pay to have the emission systems returned to the Original Manufacturer's EPA Specifications

OR

2. The customer will have the vehicle towed from the shop as it is and pay for any work already performed on the vehicle

3. Rates; Authorization; Additional Repairs. Deckplate Diesel's charges for labor are not based on the actual mechanic's time but are established by multiplying Deckplate Diesel's labor rate by industry time allowances or Deckplate Diesel's own judgment of the time to be charged. If an estimate is provided, the Customer will not be charged more than the estimated price approved by the Customer. However, if Deckplate Diesel discovers that different or additional repairs are indicated, the Customer will be contacted for authorization to make such additional repairs. Authorization may be given by the Customer in written form ONLY, including email, text, or paper. In the event that the Customer authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the actual amount of mechanic's time and/or parts involved in the inspection, repair, or service performed. Deckplate Diesel will submit warranty claims on behalf of the Customer for manufacturers for whom it is authorized to perform warranty service; however, the Customer understands and agrees that it is responsible for full payment for any Services provided that are not covered by warranty. Deckplate Diesel is not responsible for any loss, damage, or other liability caused by, arising from or related to repair or maintenance work recommended by Deckplate Diesel that is declined by Customer. The customer agrees that Deckplate Diesel employees may operate the Customer's vehicle for purposes of facilitating the repairs, including but not limited to diagnosing road testing, and sublet services.

Down Payment: Deckplate Diesel requires a down payment of 75% on any quoted jobs over \$2,000. The remaining balance is due upon completion. If the balance is not paid, work will not be completed for customer or the vehicle will not be released until the invoice is paid in full.

4. OEM Parts. The customer acknowledges that estimates for non-warranty repairs may include parts not made by the original manufacturer. Parts used in the non-warranty repair of a customer's vehicle by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit, quality, and performance to the original manufacturer parts they are replacing.

5. Core Fees. The core is a used and non-functioning auto part that can be recycled and sold as a remanufactured part. Some of the recyclable auto parts that manufacturers consider core parts are water pumps, alternators, master cylinders for brakes, brake shoes, engines, transmissions, differentials, and air conditioning compressors. In the event that a core has been returned to the vendor in terms of the core return policy, and such vendor determines that the returned core is beyond economical repair should any amount become payable, the customer shall be liable thereof. In the event that a core has been returned to the vendor and any amount is required to render such core serviceable, the customer shall be liable for any payment in respect thereof.

6. Sublet Repairs. Customer acknowledges that portions of the repairs may be provided by a subcontractor hired by Deckplate Diesel and Customer hereby authorizes all sublet repairs that Deckplate Diesel, in its sole discretion, may deem necessary.

7. Damage; Theft. Deckplate Diesel is not responsible for loss of or damage to the vehicle due to or arising from fire, weather, theft, or any other cause except the sole negligence of Deckplate Diesel.



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Deckplate Diesel is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to bodies, trailers, or special equipment, including any cargo, materials, or supplies carried on or in such bodies, trailers or special equipment, whatever the cause.

8. Payment; Storage Fees. All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within-described vehicle or prior to delivery upon the expiration of three (3) days after notice to Customer that the repairs have been completed. If the vehicle described herein is not picked up within three (3) days after such notice is given, Deckplate Diesel may charge daily storage fees at rates that are ordinary and customary for the area, but not to exceed \$50.00 per day or the maximum rate allowable by applicable law. The storage fee per day is \$25 per day. After 10 days Deckplate Diesel will take legal action.

9. Mechanic's Lien; Lien Sale; Collection. In addition to any and all other legal remedies available to Deckplate Diesel, Customer authorizes and acknowledges an express mechanic's lien in favor of Deckplate Diesel on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing. Customer authorizes and acknowledges that if payment in full is not received within ten (10) days after Deckplate Diesel has notified the Customer that the repairs are completed: (i) Deckplate Diesel may, in accordance with applicable state law, begin lien sale proceedings and sell the vehicle at public auction; and/or (ii) Deckplate Diesel may refer the account to its attorneys or a collection agency for collection.

10. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Agreement, the rights and obligations of the parties hereunder shall be governed by, construed, and interpreted in accordance with the laws of the state in which Deckplate Diesel is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Agreement, is the county and state in which Deckplate Diesel is located. The customer has one (1) year from the accrual of any cause of action arising from the purchase of the Services to commence an Action against Deckplate Diesel.

11. LIMITATION OF DAMAGES. CUSTOMER AGREES THAT IN THE EVENT OF ANY ACTION BROUGHT BY CUSTOMER AGAINST DECKPLATE DIESEL, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DEFINED IN THE UNIFORM COMMERCIAL CODE, INCLUDING, BUT NOT LIMITED TO INDIRECT OR SPECIAL DAMAGES, LOSS OF INCOME OR ANTICIPATED PROFITS, OR DOWNTIME, OR ANY PUNITIVE DAMAGES.

12. Fees and Expenses of Actions. In any action, whether initiated by Deckplate Diesel or Customer, where the Customer has a right, pursuant to statute, common law, or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Deckplate Diesel shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Deckplate Diesel prevails.

13. Waiver; Severability; Entire Agreement. No waiver of any term of this Agreement shall be valid unless it is in writing and signed by Deckplate Diesel's authorized representative. If any provision or part of any provision of this Agreement shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Agreement shall continue to be binding and enforceable. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

14. Communication Consent; Use of Customer Data. Deckplate Diesel may use information Customer provides Deckplate Diesel, including but not limited to email addresses, cell phone numbers, and landline numbers ("Customer Data") to contact Customer for purposes related to this account, including debt



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collection, and for marketing and sales purposes. You also authorize Deckplate Diesel and its affiliates to use and disclose Customer Data to third parties for any purpose in an anonymous or aggregated form that does not identify Customer. In addition, Customer Data and vehicle maintenance service and repair information arising from or created as a result of maintenance and repair services provided by Deckplate Diesel to Customer, including vehicle owner information, vehicle identification numbers, and vehicle specifications (“**Vehicle Repair Data**”), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers (“**Maintenance Third Parties**”) and used by Deckplate Diesel and such Maintenance Third Parties to support and enhance vehicle repair services provided to Deckplate Diesel and the Maintenance Third Parties’ customers. You also authorize Deckplate Diesel and the Maintenance Third Parties to use and disclose Vehicle Repair Data to third parties for any purpose in an anonymous or aggregated form that does not identify Customer.

By signing this document you (Customer) acknowledge you have read and understand all terms and conditions to the service of the equipment.

Print _____ Customer Signature _____

Company Name: _____ Date: _____