

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

EXHIBIT D - CONTRACTOR'S TERMS AND CONDITIONS CONTAINED IN CONTRACTOR'S RESPONSE AS REVISED AND ACCEPTED BY THE LEAD STATE

Approved distributors through which a Purchasing Entity may purchase products and the distributor coverage area is located at www.bobcat.com and www.doosanequipment.com.

Product information and specifications offered by Contractor hereunder are set forth at www.bobcat.com and www.doosanequipment.com.

The Contractor offers both a standard and an extended warranty. All warranty details for Bobcat Products are set forth at <https://www.bobcat.com/service-maintenance/warranty/standard>. All warranty details for Doosan Products are attached as Attachment D-1 hereto. For avoidance of doubt, terms related to warranty that are set forth elsewhere in this Master Agreement or a Participating Addendum shall take precedence over the Contractor warranty to the extent there is a conflict.

No other terms and conditions contained in Contractor's Bid are accepted by the Lead State for inclusion in the Contract.



Doosan Infracore Construction Equipment America

NEW DOOSAN ADT STANDARD PRODUCT WARRANTY

Clark Equipment Company dba Doosan Infracore Construction Equipment America (DICEA), through its dealer, warrants each new Doosan Articulated Dump Truck (herein referred to as the "Machine") sold to the initial user to be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery to the initial user as set forth in the DICEA warranty registration records or two thousand (2,000) hours of operation, whichever occurs first. If any part of the Machine fails as a result of a defect in material and/or workmanship within the warranty period, a new part or repaired part at the option of DICEA will be provided free of charge for parts or labor except as otherwise provided herein by the nearest authorized DICEA dealer during normal business hours at the dealer's place of business. Travel time of mechanics and transportation of the Machine to the authorized DICEA dealer for warranty work are the responsibility of the owner. The owner shall provide DICEA or its authorized dealer with prompt written notice of the defect and allow reasonable time for repair or replacement. The owner must present proof of purchase and purchase date at the time of making a claim under this warranty.

The remedies provided in this warranty are exclusive. Correction of any defect in the manner and for the time period provided herein shall constitute fulfillment of all liabilities of DICEA for such defect.

This warranty does not apply to the following:

- (1) Damage or defects caused by accidents, misuse, neglect, natural calamity or improper maintenance.
- (2) Damage or defects caused by other than DICEA genuine parts and installing attachments to the Machine not authorized in writing by DICEA.
- (3) Changes, alterations or modifications to the Machine or any of its components/parts by other than DICEA authorized dealers, which in the sole judgment of DICEA affects the performance, stability or purpose for which it was manufactured.
- (4) Slight defects, which generally do not affect the stability or reliability of the Machine.
- (5) Maintenance such as but not limited to engine cleaning, replacement consumable parts, lubrication, brake adjustment, and other recommended maintenance procedures as defined in the Machine Operator and Maintenance Manual.
- (6) Consumable articles, such as but not limited to oil, grease, fan belt, batteries, gaskets, fuses, brake or clutch linings, fuel filter, tires, cables, carbon brushes, bulbs, glass, or other similar parts.
- (7) Wear items and other ground engaging components except for breakage as a result of a defect in material or workmanship.
- (8) Transporting or towing, loading or unloading charges related to the failed Machine to or from the nearest location as authorized by a DICEA dealer.
- (9) Cost of a rental or loaner equipment.
- (10) All labor related to diagnostics of any defective part or component.
- (11) Freight charges incurred as a result of shipment of the replacement warranty part or component to the registered user of the Machine.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXCEPT THE WARRANTY OF TITLE. DICEA DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DICEA OR THE AUTHORIZED DICEA DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DICEA OR THE AUTHORIZED DICEA DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES OF THE INITIAL USER SET FORTH HEREIN ARE EXCLUSIVE AND THE TOTAL LIABILITY OF DICEA AND THE AUTHORIZED DICEA DEALER WITH RESPECT TO THE PRODUCTS AND SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED.



Doosan Infracore Construction Equipment America

NEW DOOSAN PRODUCT STANDARD WARRANTY

Clark Equipment Company, dba Doosan Infracore Construction Equipment America (DICEA) warrants the DOOSAN Hydraulic Excavator and Wheel Loader, hereinafter referred to as Machine to be free from defects in material and workmanship. If any part of the Machine fails as a result of a defect in material and/or workmanship within twelve (12) months or one thousand five hundred (1,500) hours, (whichever occurs first), from the first in service date as defined by DICEA warranty registration records, the failed part will be replaced free of charge with labor (per DICEA Labor Time Guide) by the nearest authorized DICEA dealer during normal business hours at the place of business thereof.

This warranty does not apply to the following:

- (1) Damage or defects caused by accident, misuse, negligence, natural calamity or improper maintenance.
- (2) Damage or defects caused by using other than Doosan Infracore Construction Equipment America (DICEA) genuine parts or installing attachments to equipment not authorized in writing by DICEA.
- (3) Changes, alterations or modifications to equipment or any of its components/parts by other than DICEA authorized dealers, which is the sole judgment of DICEA, which affects the performance, stability or purpose for which it was manufactured.
- (4) Slight defects, which generally do not affect the stability or reliability of the machine.
- (5) Maintenance such as but not limited to engine cleaning, replacement of consumable parts, lubrication, brake adjustment, and other recommended maintenance procedures as defined in the Machine Operator and Maintenance Manual, etc.
- (6) Consumable articles, such as but not limited to oil, grease, fan belt, batteries, gaskets, fuses, brake or clutch lining, fuel filter, tires, cables, carbon brushes, bulbs, glass, and other similar parts.
- (7) Wear items such as but not limited to cutting edges, bucket teeth, undercarriage components and other ground engaging components except for breakage as a result of a defect in material or workmanship.
- (8) Transportation or towing, loading or unloading charges related to the failed Machine to or from the nearest location of the authorized DICEA Dealer.
- (9) Cost of a rental or loaner equipment.
- (10) All Labor related to diagnostics of any defective part or component.
- (11) Freight charges incurred as a result of shipment of the replacement warranty part or component to the registered user of the machine.

This warranty is expressly in lieu of any other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

The liability of DICEA under this warranty is expressly limited to the provisions specified above and in no event shall DICEA incur any liability (including liability for general, special, incidental or consequential damages, economic or moral loss, arising out of any failure of Machine) which is not expressly assumed by DICEA under this warranty. In all matters DICEA's decision is final.

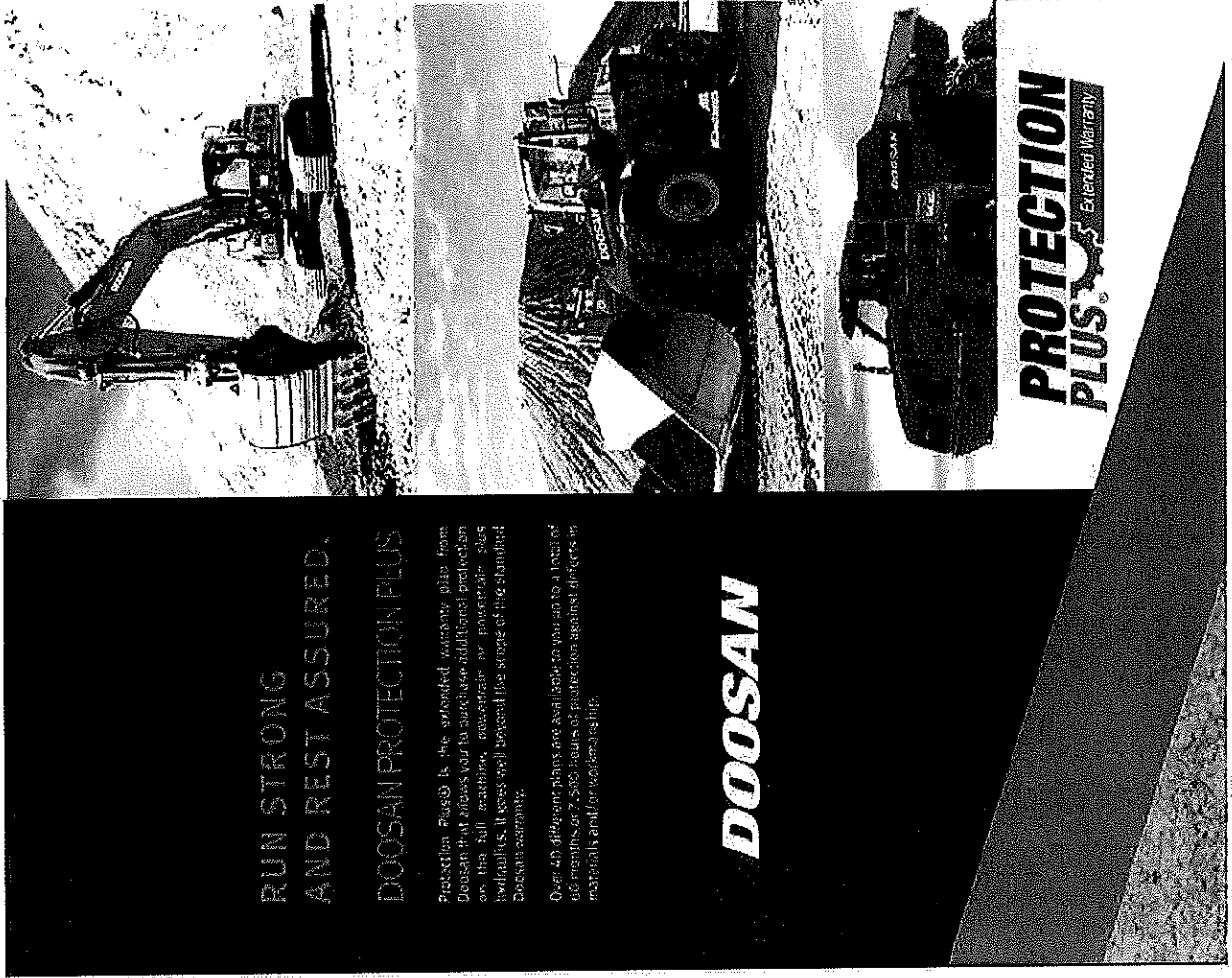
**RUN STRONG
AND REST ASSURED.**

DOOSAN PROTECTION PLUS

Protection Plus® is the extended warranty plan from Doosan that assures you to such use additional protection on the full machine, powertrain or hydraulic plus hydraulics. It goes well beyond the scope of the standard Doosan warranty.

Over 40 different plans are available to you up to a level of 60 months or 7,500 hours of protection against defects in materials and/or workmanship.

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What's in it FOR YOU?

PEACE OF MIND:

For a small investment, you can protect your Doosan machine with additional warranty coverage that minimizes your repair costs. If machine issues do occur, you know in advance that you are covered, which allows you to avoid unplanned expenses. It not only gives you an extended sense of security and peace of mind, it makes good business sense.

RISK MANAGEMENT:

By providing a comfortable shield of protection against repairs due to failures in materials or workmanship, an extended warranty greatly decreases your exposure to financial risk.

NO DEDUCTIBLE:

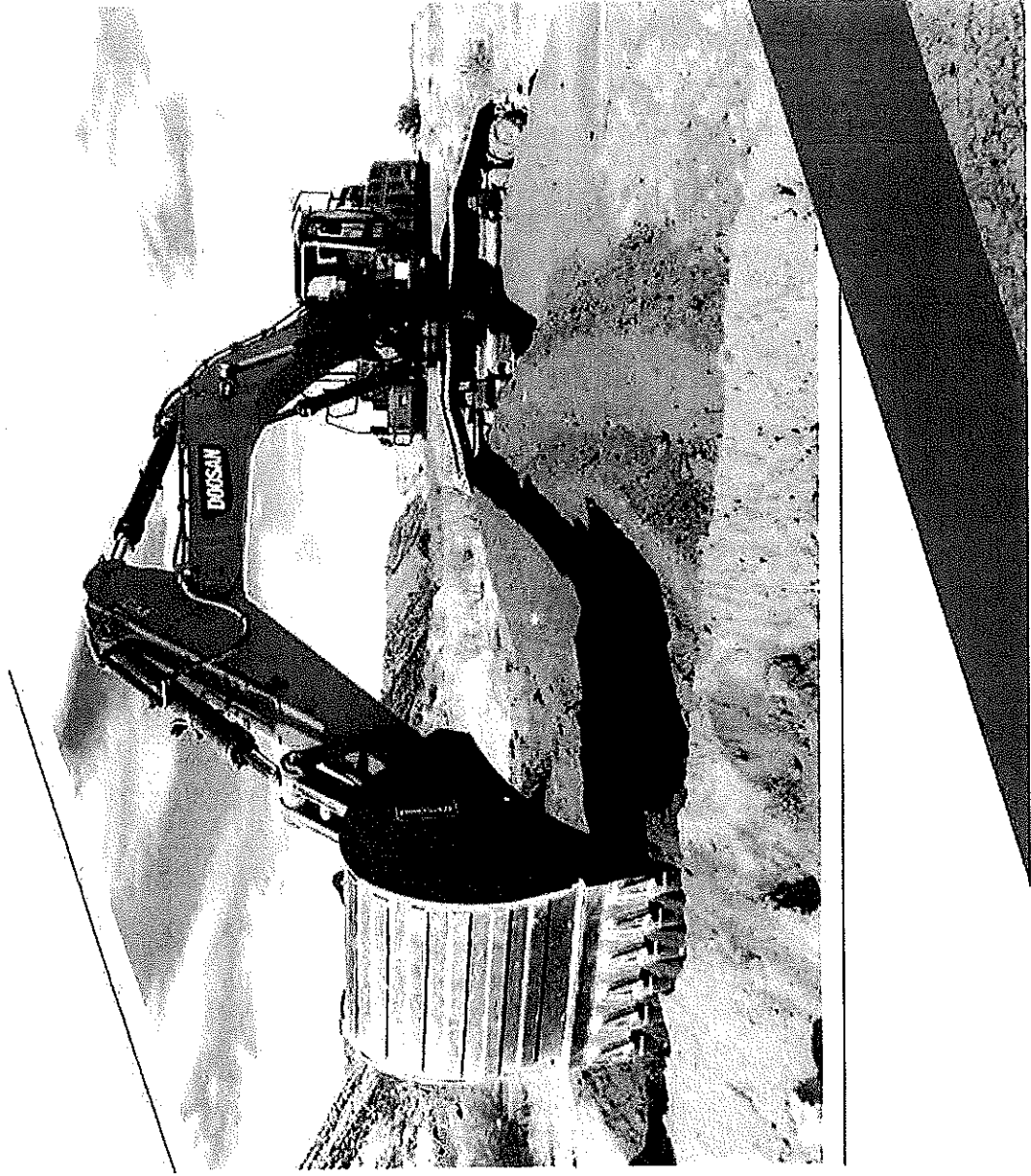
Your Protection Plus policy pays for the full cost of any warrantable repair work (parts and labor), with no deductible required.

HIGHER RESALE VALUE:

If you sell the machine, any remaining Protection Plus coverage can be transferred to the new owner for a minimal fee. A machine with Protection Plus coverage – even if the policy may have expired – will likely be perceived by a potential purchaser as having added value because of the superior care and maintenance provided by the original owner – you.

SACKING FROM DOOSAN:

Doosan is confident in our products, and we stand behind them with the Protection Plus extended warranty, which is fully backed by Doosan. With Protection Plus coverage on your equipment, you can be as confident as we are in our products.



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About your PROTECTION PLUS COVERAGE

HOW DOES PROTECTION PLUS DIFFER FROM THE STANDARD DOOSAN WARRANTY?

Your new Doosan machine already includes a standard factory warranty of 12 months or 1,500 hours (2,000 hours for articulated dump trucks), whichever comes first. It's included at no extra cost. It's an assurance from us that your Doosan equipment will perform as promised, and it's backed by our decades of construction equipment manufacturing and leadership in the industry. Protection Plus goes a step further than the standard warranty, allowing you to purchase 24 to 60 total months, or 2,000 to 7,500 total hours of warranty protection for the powertrain, powertrain plus hydraulics, or the full machine.

Doosan Protection Plus provides an easy way to protect your cash flow from unplanned expenses and allows you an easy way to customize the coverage to fit your needs.

- Includes factory-backed parts and labor coverage by Doosan
- Coverage is honored at any authorized Doosan dealer
- \$0 deductible
- Protection Plus is transferable when you sell or trade your machine
- You may purchase Protection Plus up to 12 months after taking delivery of your Doosan machine.

WHEN DOES PROTECTION PLUS EXPIRE COMPARED TO A STANDARD WARRANTY?

Time periods include the original standard warranty of 12 months. For example, a 24-month Protection Plus plan provides an additional 12 months of coverage beyond the standard warranty's 12-month time period, for a total of 24 months.

WHICH DOOSAN MACHINES ARE COVERED BY PROTECTION PLUS?

Coverage includes all new, never-before-sold Doosan machines and machines purchased within 12 months.

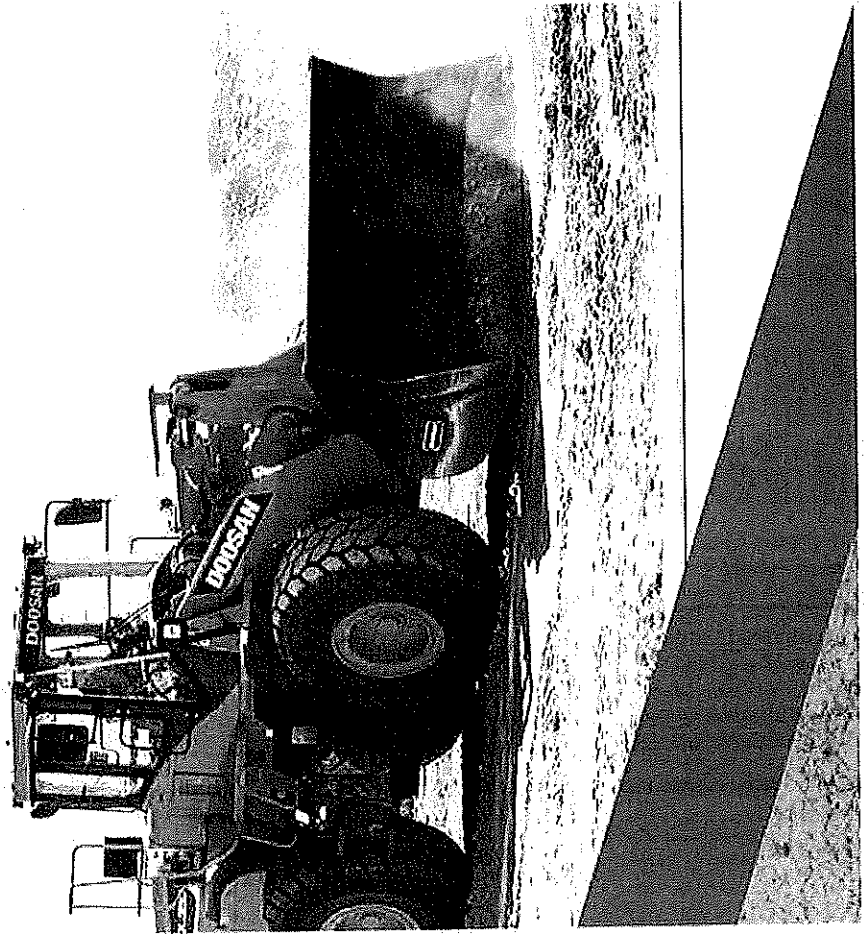
WHAT IS A PROTECTION PLUS FULL MACHINE WARRANTY?

A full machine warranty provides front-to-back coverage of your machine. It is an extension of our standard warranty, and offers the same level of protection. See what is included on the Full Coverage page.

WHAT ISN'T COVERED BY PROTECTION PLUS?

The Protection Plus extended warranty does NOT cover the following items:

- Attachments
- Maintenance items, such as oil, filters and batteries
- Wear items, such as tires or tracks
- Miscellaneous items, such as lamps and bulbs
- Rental and Downtime expense
- Freight charges
- Diagnostic/Troubleshooting time



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About your PROTECTION PLUS COVERAGE

HOW MUCH DOES PROTECTION PLUS COVERAGE COST?

The cost of Protection Plus varies both by machine type and length of coverage desired. Your Doosan dealer can provide a quote and advise you on the cost of the Protection Plus plan you are interested in.

WHO BACKS THE PROTECTION PLUS PROGRAM?

It's backed by Doosan and administered by the entire network of Doosan dealers. Service is provided only by qualified Doosan technicians.

WHO DO I CONTACT AND WHERE DO I GO TO GET extended WARRANTY SERVICE?

Simply contact the Doosan dealer nearest to you. A machine covered by Protection Plus can be serviced by any Doosan dealer in the U.S., Canada or Oceania.

WHAT WILL DOOSAN DO IF THE PRODUCT FAILS?

Doosan will repair or replace any part or component that fails because of defects in materials or workmanship.

WHICH MACHINE COMPONENTS ARE NOT COVERED BY PROTECTION PLUS?

Depending on whether you purchase a "full machine," "powertrain" or "powertrain plus hydraulics" plan, the components covered vary. Your Doosan dealer can review the differences in coverage with you at any time.

ARE THERE ANY CONDITIONS OR LIMITATIONS ON THE EXTENDED WARRANTY?

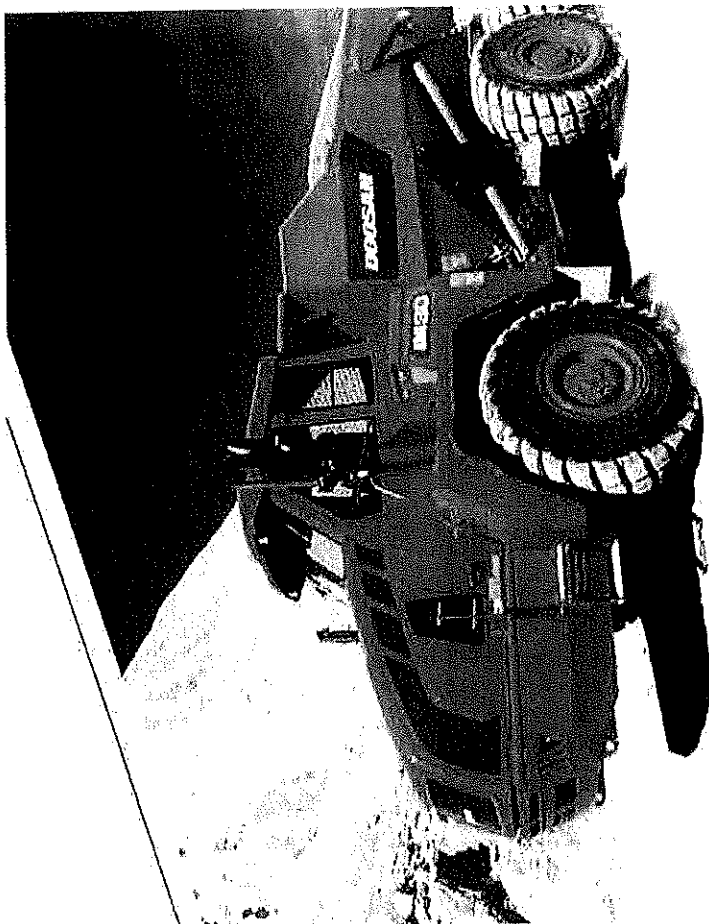
Protection Plus customers are required to perform maintenance on the covered machine at regular intervals. Also, Doosan will not be liable for any damage to the machine caused by the use of non-Doosan fluids or filters.

COVERAGE OPTIONS

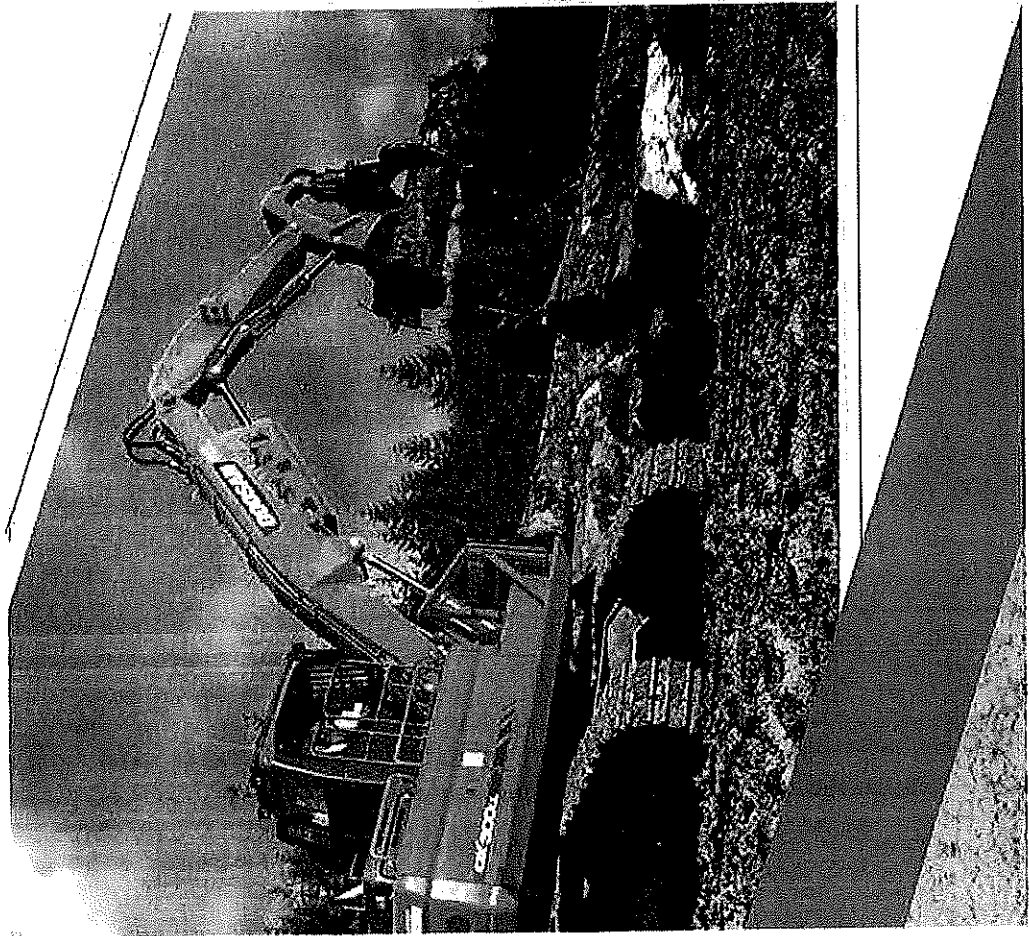
The Doosan PROTECTION PLUS extended warranty program offers you the following Powertrain, Powertrain + Hydraulics and Full plans beyond the terms of the standard warranty:

HOURS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
2000	X	X	X	X
3000	X	X	X	X
4000	X	X	X	X
5000	X	X	X	X
6000	X	X	X	X
7500	X	X	X	X

For more information on coverage plans, pricing and benefits, work with your local Doosan dealer.



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What's Covered? POWERTRAIN COVERAGE

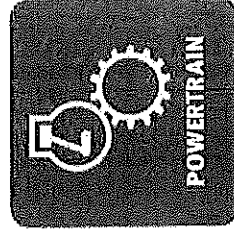
ENGINE:

- Camshaft
- Camshaft Bearings
- Camshaft Drive Gear, Charge Air Cooler
- Connecting Rods and Bearings
- Crankshaft Bearing and Gear
- Crankshaft Including Front and Rear Crankshaft Seals
- Cylinder Head / Head Gasket
- Cylinder Liners
- EGR System Manifold
- Electronic Engine Control Module
- Engine Block
- Front and Rear Engine Seals
- Front Damper
- Injection Pump and Gasket
- Injection Nozzles
- Intake and Exhaust Manifolds and Gaskets
- Oil Pan and Gasket
- Oil Pump
- Piston and Rings
- Pressure/Temperature Sensors & Sending Units
- Ring Gear and Flywheel
- Rocker Arm Cover and Gasket
- Thermostats Timing Gear Cover
- Turbocharger and Gaskets
- Valve Cover and Gasket
- Water Pump and Gasket

TRANSMISSION/DIFFERENTIAL/HYDROSTATICS

- Axle Housing
- Axles and Differentials
- Clutch Housing
- Control Valves For Propel and Swing Functions Only (Not Dig Functions)
- Driveshaft With Universal Joints
- Differential Housing
- Differential Pinion Gear / Ring Gear
- Drive Axle Hub
- Drive Shaft Support Bearing
- Electronic Control Valves
- Final Drive and Axles
- Final Drive Pinion
- Final Drive Planetary Gears
- Hydraulic Drive / Travel Motor
- Hydraulic Drive Pump
- Hydraulic Transmission Control Valves
- Hydrostatic/Hydraulic Pump Drives
- Hydrostatic Motor
- Hydrostatic Transmission Charge Pump
- Hydrostatic Transmission Pump
- Internal Transmission Control Linkage
- Planetary Gear Carrier

- Propel Motor, Pump, Brakes, and Control Valves
- Pump and Valve Controller
- Reverser With Control Valve
- Splitter Drive
- Swing Motor and Brake
- Swing Gearbox and Bearings
- Torque Converter
- Torque Converter Pump
- Transfer Drive
- Turntable Bearing
- Transmission Case
- Transmission Gear, Bearing, & Shaft
- Transmission Pump
- Travel Control Valve
- Travel & Swing Sections Only Or Main Control Valve
- Wet Steering Clutches
- Wet Steering Brakes



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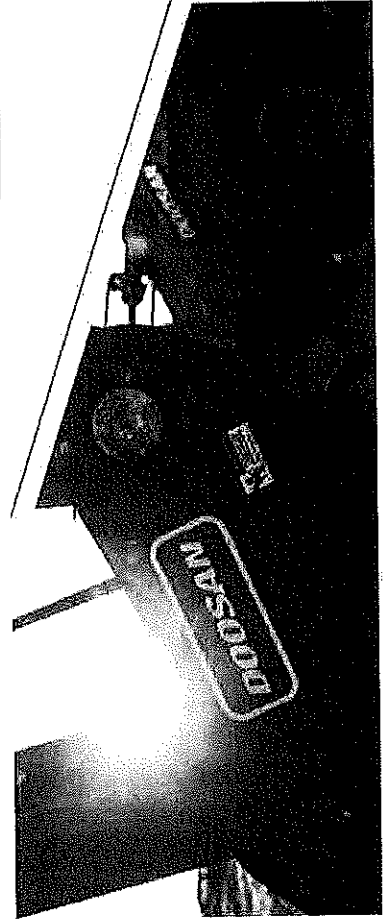
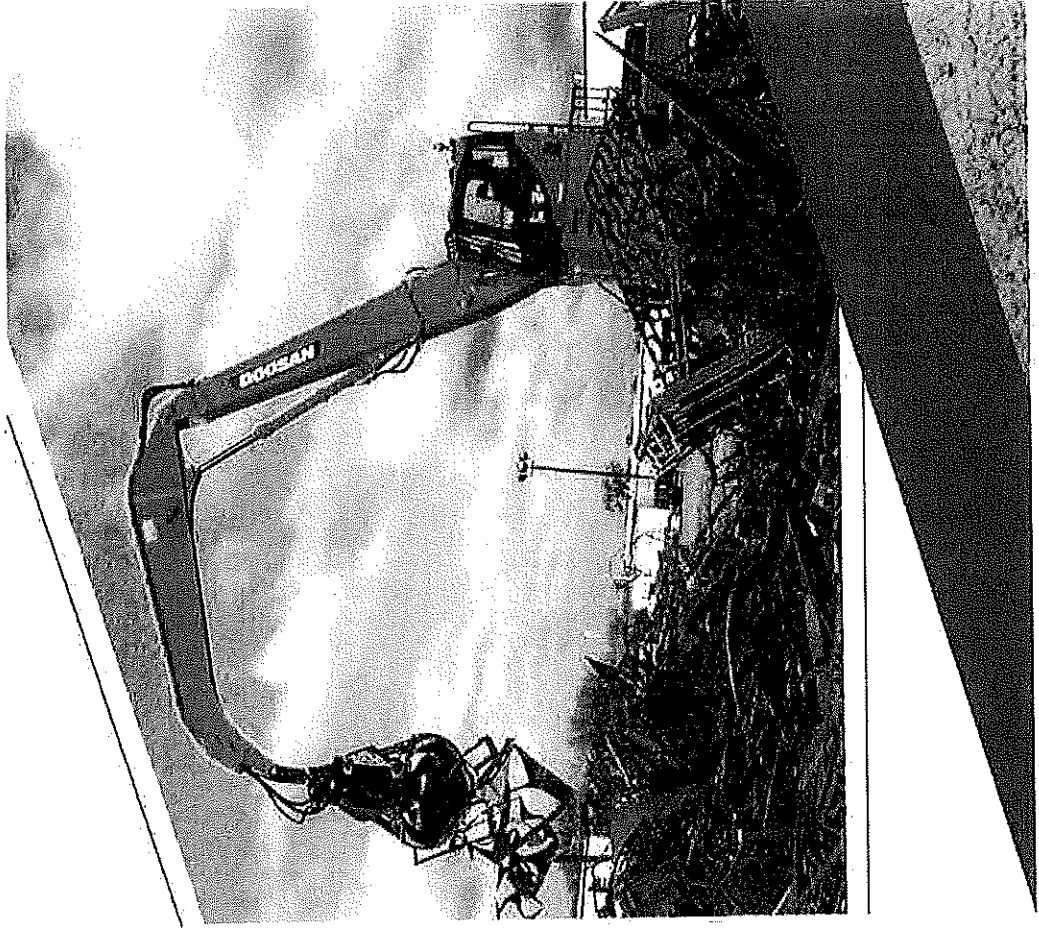
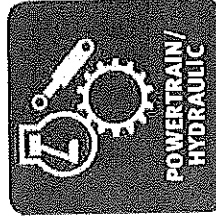
POWERTRAIN PLUS HYDRAULICS COVERAGE

All Components listed under Powertrain, plus the following components:

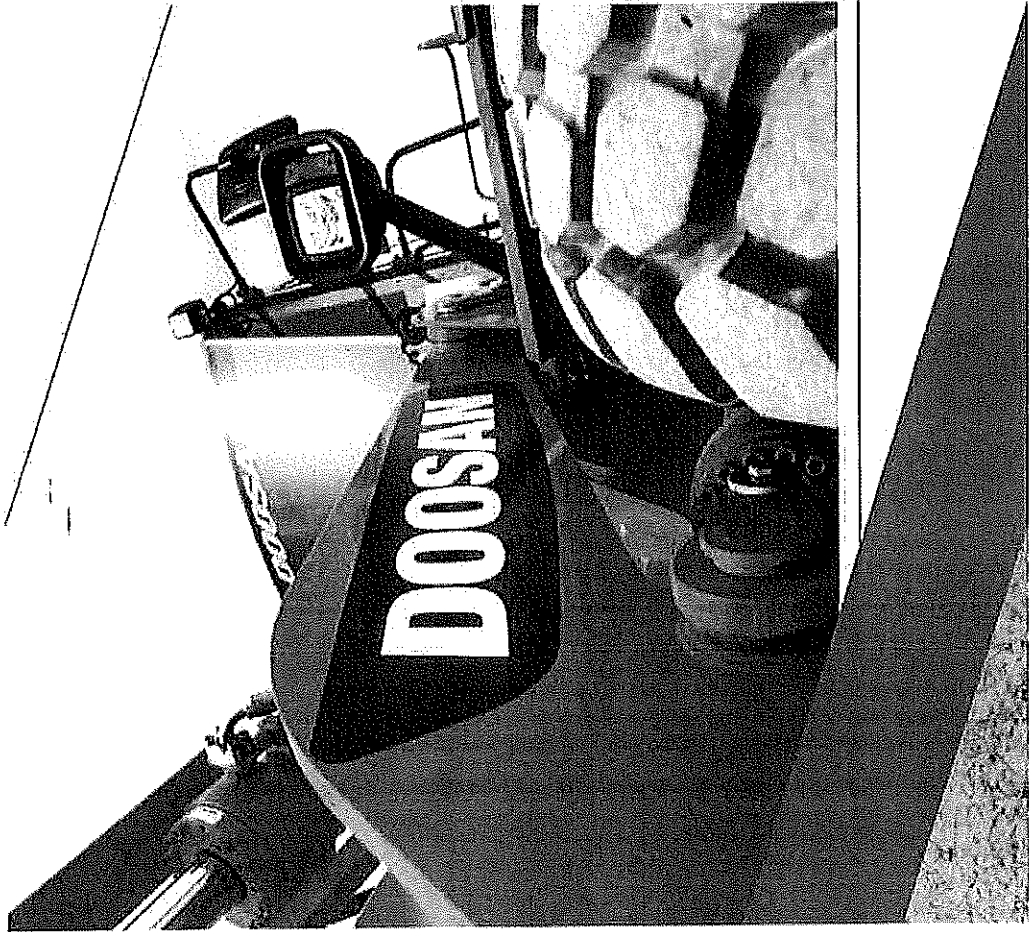
- Accumulator and Related Relief Valve
- Brake Accumulator
- Brake Pressure Sensor
- Brake Pump, Brake Valve
- Control and Load Holding Valves
- Cylinder Packing Kits
- Differential Lock Valve
- Fan Pumps and Motors
- Hydraulic Cylinders,
- Hydraulic Motors,
- Hydraulic Pumps
- Hydraulic Valves*

*Excludes kinked, ripped, torn, cut or pinched failures of hydraulic hoses and pipes.

- Hydraulic Oil Cooler
- Hydraulic Reservoir
- Locking Pin Cylinder
- Pilot Controls
- Pressure Reducing Valves
- Steering Pump
- Steering Valves and Cylinders
- Unloading Valve



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FULL-MACHINE COVERAGE

All Components listed under Powertrain and Powertrain + Hydraulics, plus the following components:

ENGINE:

- Oil Filler Tubes
- Fuel Lines
- Fuel Transfer Pump and Gasket
- Filter Mount
- Pressure/Temperature Sensors and Sending Units
- Engine Mounts and Supports
- Pulleys
- Engine Speed Controls and Linkages
- Radiator
- Engine Oil Lines
- Water Pump
- Fuel Tank
- Fan, and Fan Drive
- Water Piping
- Air Intake Hose
- Engine Components Covered After Emissions Warranty
- Dpf
- Diesel Exhaust Fluid Tank and Dispensing System
- Cold Start Enrichment Systems
- Sensors, Solenoids & Wiring
- Harnesses Used In These Systems.

STEERING:

- Secondary Steering System Components
- Cross Relief Valve
- Priority Valve

BRAKES:

- Brake Pump
- Brake Valve
- Brake Accumulator
- Unloading Valve
- Pressure Reducing Valve

TRANSMISSION/DIFFERENTIAL/ FACTORY HEAT & AIR

- HYDROSTATIC***
 - Shift Control Linkage
 - Levers and Pedals
 - Control Rods
 - Sending Units and Sensors
 - Filler Tubes
 - Filter Screens
 - Oil Cooler
 - Accumulator and Related Relief Valves
 - Disconnect Levers and Handles
 - Differential Lock Valve and Associated Parts
 - Pneumatic Valves
 - Undercarriage Roller and Idler Seals and Bearings
 - Undercarriage Tensioner
- OTHER:**
 - Mainframe
 - Track Frames
 - Engine Frame
 - Loader Boom
 - Excavator Boom
 - Excavator Arm and Linkage
 - Bucket Linkage

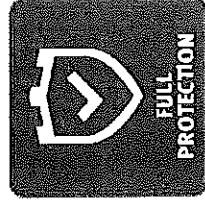
* Excludes Rubbed, Ripped, Torn, Cut Or Pinned Failures.

* Undercarriage Exclusions Sprockets, Tracks, Pads, Bolts, Chains

ELECTRICAL*:

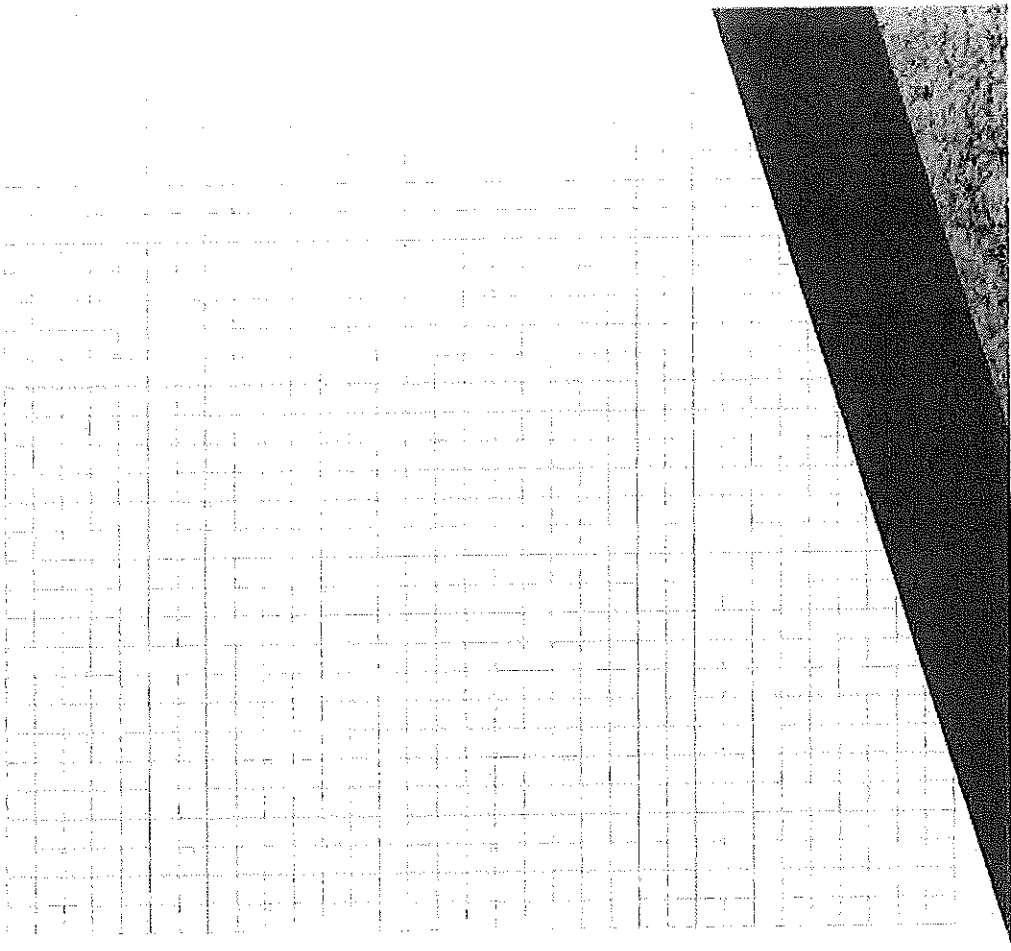
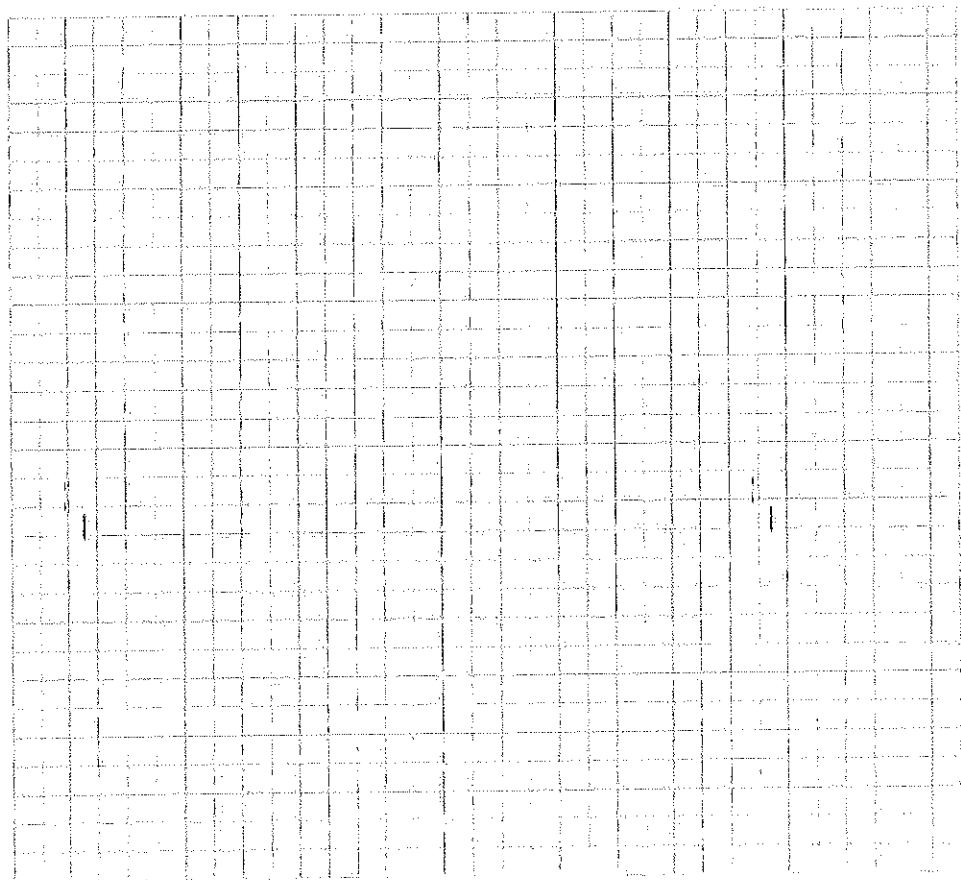
- Starter
- Starter Solenoid
- Solenoid Valves
- Alternator
- Voltage Regulator
- Instrument
- Gauges
- Indicators
- Sensors
- Switches
- Electronic Motors
- Horn
- Factory Installed Electronic Controllers
- Electronic Joystick

*Wiring Harnesses
* Excludes Rubbing, Chafing, Loose Or Corroded Connections



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NOTES



PROTECTION PLUS[®] Extended Warranty

TERMS AND CONDITIONS

During the applicable period of the "Protection Plus Plan," the authorized Doosan dealer shall repair or replace, at the option of Doosan, without charge for parts and labor, any component of the Doosan machine which fails because of defects in material or workmanship except as otherwise provided below. The owner of the protected machine agrees to provide the dealer from which the Doosan machine was purchased with prompt written notice of any defects covered by the "Protection Plus Plan" and to allow a reasonable time for replacement or repair. Doosan may, at its option, request the return of failed parts to its factory.

Protection Plus does not cover extra expenses such as parts freight, cleanup, shop supplies, tools, diagnostic or troubleshooting time, loss of pay or other consequential matters. The owner also agrees that travel time of mechanics or transportation of the Doosan machine to the servicing dealer is not covered. The owner is responsible for the travel cost. The "Protection Plus Plan" does not cover tires, belts or other trade accessories or attachments not manufactured by Doosan. The owner shall rely solely on the warranty, if any, of the respective manufacturer's thereof. It does not cover the replacement of scheduled service items such as oil filters, gaskets and other high wear or normal replacement items, nor does it cover damages resulting from abuse, neglect, accidents, alterations, use of the Doosan machine with any accessory or attachment not approved by Doosan, air flow obstructions or failure to maintain or use the Doosan machine according to the instructions applicable to it. In order to ensure coverage under the "Protection Plus Plan," the owner must submit proof that maintenance intervals have been followed. It is the obligation of the owner to provide such verification when submitting warranty claims. In addition, Doosan will not be liable under the "Protection Plus Plan" for any defect or damage which is caused by the use of non-Doosan fluids or filters. Refer to the Operation & Maintenance manual and Parts manual for the correct Doosan fluids and filters.

THE "PROTECTION PLUS PLAN" IS IN LIEU OF ALL OTHER WARRANTIES. DOOSAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED UNDER THE PLAN ARE EXCLUSIVE. IN NO EVENT SHALL DOOSAN OR THE AUTHORIZED DOOSAN DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF INTERUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DOOSAN OR THE AUTHORIZED DOOSAN DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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ITEMS NOT COVERED UNDER PROTECTION PLUS[®] PLAN

MAINTENANCE

Protection Plus does not cover scheduled maintenance service items such as adjustments, oil filters, fuel filters, air filters, burners, fans, belts, controls.

RENTALS

Protection Plus does not cover downtime expense during repairs or the rental cost charges.

DAMAGE

Protection Plus does not cover failures caused by collisions, accidents, improper operation, transportation, storage, unapproved modification or use of unauthorized attachments.

EXTRA EXPENSES

Protection Plus does not cover extra expenses such as parts freight, cleanup, shop supplies, tools, diagnostic or troubleshooting time, loss of pay or other consequential matters.

ATTACHMENTS

Protection Plus does not cover any attachments that were purchased with the machine.

WEAR ITEMS

Protection Plus does not cover wear items such as tires, tracks, batteries, pins, bushings, shoes, sprockets, ground engagement tools, such as bucket teeth, cutting edges or any failure due to wear, or damage caused by wear.

MISCELLANEOUS ITEMS

Protection Plus does not cover items such as parts, cables, wires, cables, radio, video, components, exhaust, tracks, chains, fittings and parts, dealer handover, engines, seat or windows.