

WORK ORDER TERMS AND CONDITIONS

These terms and conditions (“**Terms**”) form part of the agreement by and between MacAllister and Customer for MacAllister to perform the Services. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

- 1.1 “**Customer**” means the person or entity identified as such on the Work Order by name and/or account number, and its and their employees, representatives, agents, or officers.
- 1.2 “**Equipment**” means any one or more of the items described as such by make, model, equipment number, and/or serial number on a Work Order.
- 1.3 “**MacAllister**” means MacAllister Machinery Co Inc., which may do business as Michigan CAT, MacAllister Rentals, MacAllister Power Systems, MacAllister Transportation, MacAllister Rail, MacAllister Agriculture, or MacAllister Underground Shoring & Pump.
- 1.4 “**Offsite**” means any location that is off the premises of a MacAllister facility.
- 1.5 “**Service**” or “**Services**” means the services, repairs, and/or evaluations set forth on the quote, proposal, Work Order, or Invoice that MacAllister has performed or will perform.
- 1.6 “**Work Order**” means the agreement between MacAllister and Customer for MacAllister to provide the Services, whether made in-person, online, or otherwise, and which incorporates by reference these Terms and identifies the Services, together with any associated quote, proposal, Change Order, exhibit, schedule, attachment, and/or appendix.

2. Agreement

- 2.1 MacAllister and Customer agree that MacAllister will provide the Services to Customer subject to these Terms.
- 2.2 Customer agrees to be bound by and accepts all the Terms when any of the following occurs, even if the Work Order is not fully executed:
 - (a) Customer approves the Work Order, including any associated quote or proposal, either orally, in writing, or otherwise;
 - (b) Customer accepts or uses the Equipment after the Services are performed; or
 - (c) Customer makes any payment to MacAllister for or related to the Services.
- 2.3 The Work Order, including any Change Order or amendment related to it, and these Terms comprise the entire agreement between Customer and MacAllister with respect to the Services. There are no oral or other representations or agreements not included in the Work Order. Any reference in Customer’s purchase order, quote, or other document to any other terms or conditions to control this transaction is void and rejected. Any use of or reference to Customer’s purchase order number on the Work Order or otherwise is for Customer’s convenience only.
- 2.4 Any individual signing or approving the Work Order represents and warrants that he or she is of legal age and has the authority and power to agree to the Work Order on behalf of the Customer.

3. **Additional Work; Change Orders**

- 3.1 MacAllister will use reasonable efforts to meet any performance dates specified in the Work Order. Any such dates are estimates only and subject to change.
- 3.2 MacAllister may provide an initial estimate or quote describing the Services and costs in furtherance of a Work Order. If MacAllister later determines that additional services or repairs are necessary to satisfy its obligations under the Work Order, MacAllister will advise Customer and provide an estimate of the costs and description of such additional services or repairs (“**Additional Work**”). If Customer either declines or fails to agree to modify the Work Order to include the Additional Work within thirty (30) days, MacAllister may terminate the Work Order. If Customer agrees to the Additional Work, it will become a “**Change Order**.”
- 3.3 Notwithstanding anything to the contrary, MacAllister may modify a Work Order or the scope of Services in its sole and absolute discretion, with or without Customer’s consent, provided that such modifications do not materially affect the nature or scope of the Services or fees.

4. **Quotes; Hours of Operation; Engine Cores**

- 4.1 Quoted pricing is valid for 30 days from the date of the quote or proposal.
- 4.2 Prices quoted cover the specific Services listed and are based on Service occurring during MacAllister’s regular hours of operation, Monday through Friday, except for holidays. Services performed outside of such hours will be billed at the applicable overtime rate or, as applicable, double-time rate.
- 4.3 To receive full core credit as may be reflected in the quote, the core must meet acceptable core credit criteria. Additional core charges may apply. MacAllister will notify customer of any core charges not to exceed the core amount, if applicable.
- 4.4 All new, remanufactured, and exchange engine purchases will require the qualifying core to be turned over to MacAllister before Customer takes possession of the new, remanufactured, or exchange engine.

5. **Payment Terms**

- 5.1 Customer will pay MacAllister in full all undisputed amounts due under the Work Order within 30 days of the date of MacAllister’s invoice to Customer, unless otherwise stated on the invoice or Work Order.
- 5.2 Customer acknowledges that timely payment of the amounts due is essential to MacAllister’s business operations, and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer acknowledges that MacAllister may not release the Equipment to Customer until payment is made in full. Customer agrees that there will be added to all past due amounts a late payment fee equal to the greater of one percent (1%) per month (12% per annum) on any payments outstanding after 30 days, or the maximum amount allowed by law.
- 5.3 Customer will be responsible for all sales, use, excise, and any other similar taxes, levies, duties, and charges of any kind imposed by any federal, state, or local government entity on any amounts payable by Customer (collectively, “**Taxes**”).

- 5.4 If Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. If the transaction later is deemed taxable, Customer is obligated to reimburse MacAllister for any Taxes that were attributable to Customer.
- 5.5 Customer must notify MacAllister in writing of any disputed amounts, including Credit Card charges, within forty-five (45) days after the date of the invoice, or Customer will be deemed to have irrevocably waived its right to dispute such amounts.
6. **Deposit**
- 6.1 In addition to securing payment of the Services, Customer agrees that any deposit is deemed to be a guarantee by Customer of the full and complete performance of each and all the terms, covenants, and agreements to be performed by Customer. In the event of any breach by Customer, MacAllister may credit the deposit against any damages, cost, or expense that MacAllister incurs as a result of the breach, at the sole option of MacAllister.
7. **Credit Card Authorization**
- 7.1 “**Credit Card**” means the credit card provided by Customer related to the Work Order or otherwise kept on file with MacAllister.
- 7.2 CUSTOMER IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES MACALLISTER TO CHARGE THE CREDIT CARD AND/OR CUSTOMER ACCOUNT FOR ANY AMOUNTS DUE UNDER THE WORK ORDER, AND CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MACALLISTER FROM AND AGAINST ANY CLAIMS, DAMAGES, OR LOSSES RELATED TO SAME.
8. **Inspection**
- 8.1 After the Service is complete, Customer will inspect the Equipment prior to taking possession of it. Customer’s acceptance of the Equipment is an irrefutable presumption that Customer finds, and Customer will be deemed to have found, the Equipment in good working order and repair and the Service to be suitable for Customer’s needs.
- 8.2 MacAllister may deactivate or interrupt certain mechanical and electrical systems (including fire suppression systems) to perform the Services. Customer is responsible for inspecting and reactivating such systems after completion of the Services. MacAllister has no responsibility, and will not be liable for any failure, to reactivate, test, or operate any such system.
9. **Customer’s Responsibilities**
- 9.1 Customer will provide MacAllister with the information, directions, approvals, authorizations, decisions, and documentation that MacAllister requests to assess, plan, and perform the Services. MacAllister performs the Services relying on information Customer provides, and such information will be accurate and complete.
- 9.2 If any of the Services are to be performed Offsite:
- (a) Customer will provide a secure and safe work environment for all parties, including MacAllister and its employees.
 - (b) Customer is responsible to ensure that MacAllister has reasonable, safe, and secure access to the off-premises location to enable MacAllister to perform the Services; and

- (c) Customer will notify MacAllister in advance of any hazards, dangerous conditions, or other defects that cannot be abated.

10. **Limited Warranty; Disclaimer**

- 10.1 Customer has selected the Services for its own purposes and expressly disclaims any reliance upon any statements or representations made by MacAllister.
- 10.2 MacAllister warrants to Customer that the Services will be free from defects in workmanship for six (6) months from the date the Work Order is completed (“**Warranty Period**”). MacAllister shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- 10.3 EXCEPT FOR THE WARRANTIES IN SECTION 10.2, MACALLISTER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY OR TITLE; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED, THROUGH COURSE, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- 10.4 Products manufactured by a third party (“**Third-Party Product**”) may constitute, be ancillary to, contained in, incorporated into, attached to, or packaged together with, the Equipment or Services. Customer agrees that MacAllister did not design or manufacture the Equipment or any Third-Party Product and is not the agent of those that did. Equipment and Third-Party Products may be subject to the original manufacturer’s warranty, for which MacAllister may provide service. But the Equipment and any Third-Party Products are not covered by any MacAllister warranty.
- 10.5 MACALLISTER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT OR ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY OR TITLE; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY THAT THE EQUIPMENT OR THIRD-PARTY PRODUCTS ARE FREE FROM DEFECTS OR CONTAMINANTS; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED, THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- 10.6 MacAllister will not be liable for a breach of the warranties in Section 10.2, unless: (i) the claim occurs during the Warranty Period; (ii) Customer gives written notice of the defective Services, reasonably described, to MacAllister within seven days of the time when Customers discovers or ought to have discovered the defect; and (ii) MacAllister reasonably verifies Customer’s claim that the Services are defective.
- 10.7 MacAllister will not be liable for a breach of the warranties in Section 10.2 if: (i) Customer makes any further use of the Equipment after Customers discovers or ought to have discovered the defect; (ii) the defect arises because of normal wear and tear or Customer failed to follow the oral or written instructions of MacAllister or the manufacturer as to the maintenance, storage, installation, commissioning, or use of the Equipment; or (iii) Customer alters, repairs, or attempts to have altered or repaired the Equipment without the prior written consent of MacAllister.

- 10.8 Subject to Sections 10.6 and 10.7 above, with respect to any Services subject to a claim under the warranty set forth in Section 10.2, MacAllister will, in its sole discretion, (i) repair or re-perform the applicable Services, or (ii) credit or refund the price of such Services at the pro rata rate.
- 10.9 THE REMEDIES SET FORTH IN SECTION 10.8 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MACALLISTER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES IN THE WORK ORDER. THE REMEDIES EXCLUDE TRAVEL TIME, OVERTIME, AND TRANSPORTATION COSTS.

11. **No Bailment**

- 11.1 MacAllister may, but is not required to, lock the Equipment in a closed space or take other reasonable measures to secure the Equipment. However, MacAllister is not a bailee of the Equipment or Customer's property, and MacAllister does not accept control, custody, or responsibility for its care. Customer must have its own insurance covering the Equipment for the full replacement cost, including coverage for "all risks" of loss or damage to the Equipment.
- 11.2 Customer's access to MacAllister's premises may be conditioned in any manner deemed reasonably necessary by MacAllister to maintain order on its premises. Such measures may include, but are not limited to, requiring verification of identity, limiting hours of operation, and requiring sign in and sign out upon entering and leaving MacAllister's premises.
- 11.3 If Customer fails to pick up the Equipment within 7 days after the Services are complete, and/or fails to authorize MacAllister to perform the Service within 7 days of MacAllister's quote or estimate of the cost of such Services, Customer will pay to MacAllister storage charges as determined by MacAllister.

12. **Environmental Fee**

- 12.1 Due to the hazardous nature of some waste and other products and to promote a clean and sustainable environment, MacAllister takes various measures to comply with applicable environmental regulations, as well as with its own policies. MacAllister also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, labor costs, administration costs, and others. To help defray these and other costs, MacAllister assesses an environmental fee, plus applicable taxes, for certain services ("**Environmental Fee**").
- 12.2 The Environmental Fee is not a tax or government-mandated charge and is not designated for any particular use or placed in an escrow account. Rather, it is a charge that MacAllister collects and uses at its sole discretion.
- 12.3 Customer acknowledges the items indicated above and agrees to pay the Environmental Fee.

13. **Mutual Indemnification**

- 13.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO SECTION 17, EACH PARTY (AS "**INDEMNIFYING PARTY**") WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND PERMITTED ASSIGNS (COLLECTIVELY, "**INDEMNIFIED PARTY**") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEFICIENCIES,

JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES, AND COSTS OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARE INCURRED BY OR ALLEGED AGAINST INDEMNIFIED PARTY (COLLECTIVELY, "**LOSSES**") AS A RESULT OF (i) BREACH OR NON-FULFILLMENT OF ANY OBLIGATION, REPRESENTATION, WARRANTY, OR COVENANT UNDER THE WORK ORDER BY INDEMNIFYING PARTY; (ii) NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF INDEMNIFYING PARTY (INCLUDING RECKLESS OR WILLFUL MISCONDUCT) IN PERFORMING ITS OBLIGATIONS UNDER THE WORK ORDER; OR (iii) PERSONAL INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY.

13.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, INDEMNIFYING PARTY IS NOT OBLIGATED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND INDEMNIFIED PARTY FOR ANY LOSSES THAT RESULT FROM, IN WHOLE OR IN PART, INDEMNIFIED PARTY'S (i) NEGLIGENCE OR MORE CULPABLE ACT OR OMISSION (INCLUDING RECKLESSNESS OR WILLFUL MISCONDUCT); (ii) BAD FAITH FAILURE TO COMPLY WITH ANY OF ITS OBLIGATIONS IN THIS WORK ORDER; OR (iii) USE OF THE SERVICES OR EQUIPMENT IN ANY MANNER THAT DOES NOT MATERIALLY CONFORM WITH THE USAGE SPECIFICATIONS PROVIDED BY MACALLISTER OR THE EQUIPMENT MANUFACTURER, AS APPLICABLE.

13.3 IN FURTHERANCE OF THE INDEMNITY PROVISIONS HEREIN, THE PARTIES EXPRESSLY AND SPECIFICALLY AGREE THAT THE FOREGOING OBLIGATIONS TO INDEMNIFY WILL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY FROM CLAIMS OR SUITS BY ITS OWN EMPLOYEES.

14. Termination

14.1 Either party may terminate this Agreement, effective upon written notice to the other party ("**Defaulting Party**"), if the Defaulting Party:

- (a) breaches or fails to perform, observe, or keep any provision of these Terms and such breach is incapable of cure, or for a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach;
- (b) becomes insolvent or admits its inability to pay its debts generally as they become due;
- (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 days after filing;
- (d) is dissolved or liquidated or takes any corporate action for such purpose;
- (e) makes a general assignment for the benefit of creditors; or
- (f) has a receiver, trustee, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

15. **Insurance**

- 15.1 Customer will maintain and carry, at Customer's sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance, including all risks of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the Services, handling, transportation, maintenance, operation, possession, or use of the Equipment. In any event, Customer must have at least the following insurance coverage:
- (a) commercial general liability ("CGL") insurance with limits of insurance not less than \$1,000,000 per occurrence and \$2,000,000 million in the aggregate, including coverage for bodily and personal injury, property damage, and products and completed operations;
 - (b) property insurance for the full replacement cost of the Equipment, including coverage for "all risks" of loss or damage to the Equipment; and
 - (c) worker's compensation insurance as required by law.
- 15.2 For any Services that are performed Offsite, MacAllister will, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to:
- (a) CGL with a minimum limit of \$1,000,000 per occurrence, plus a minimum \$2,000,000 general aggregate limit; and
 - (b) worker's compensation insurance as required by law.
- 15.3 Upon either party's request, the other party will provide the requesting party with a certificate of insurance evidencing the insurance coverage specified above. The certificate of insurance must name the requesting party as an additional insured. The insured party will provide the requesting party with thirty (30) days' advance written notice in the event of a cancellation or material change in the insured party's insurance policy. Except where prohibited by law, the insured party will require its insurer to waive all rights of subrogation against the requesting party and the requesting party's insurers.

16. **Security Interest**

- 16.1 Except as otherwise provided in the Work Order, in addition to such mechanics or similar liens as may be available to MacAllister under law, Customer grants to MacAllister a security interest and lien upon the Equipment to secure payment of all monies due under the Work Order.
- 16.2 The security interest shall be perfected by possession of the Equipment or, at MacAllister's option, by filing a UCC financing statement. Customer irrevocably appoints MacAllister as Customer's attorney in fact to execute and file such financing statements in the name of Customer.
- 16.3 Upon default by Customer in payment of any monies due under this Work Order, MacAllister will have all the rights and remedies that Article 9 of the Uniform Commercial Code, or similar provisions of any applicable state law, provide to a secured creditor. Customer also grants to MacAllister all such rights and waivers that a debtor may, under Article 9 or such other law, make available to a secured creditor by express agreement or waiver.

17. **Limitation of Liability**

- 17.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF MACALLISTER UNDER THE WORK ORDER, INCLUDING ANY LIABILITY

ARISING FROM ITS COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE, OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, WILL NOT EXCEED THE TOTAL CHARGES PAID BY CUSTOMER UNDER THE WORK ORDER.

17.2 IN NO EVENT WILL MACALLISTER BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY FOR: (I) ANY LOSS, DAMAGE, OR INJURY CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, INCLUDING ITS OPERATION OR USE; (II) ANY LOSS OF USE, REVENUE, OR PROFIT, DIMINUTION IN VALUE, OR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SO ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (III) ANY LOSS, DAMAGE, OR INJURY DUE IN WHOLE OR IN PART TO CUSTOMER'S FAILURE TO MAKE EQUIPMENT AVAILABLE FOR SERVICE OR FAILURE TO AUTHORIZE RECOMMENDED SERVICES.

17.3 The limitations of liability above will not apply to the extent liability results from the gross negligence or willful misconduct of MacAllister or as otherwise prohibited by applicable law.

18. **Order of Precedence**

18.1 These Terms control over any other terms and conditions contained in Customer's purchase order or similar documents, and MacAllister rejects such other terms and conditions. If MacAllister signs Customer's purchase order or similar document, its signature is solely for the purpose of acknowledging the order; it being the express intent of the parties that these Terms govern all service transactions between the parties.

19. **Forum; Jury Waiver**

19.1 The federal and state courts in Marion County, Indiana (for Equipment serviced in Indiana), and Oakland County, Michigan (for Equipment serviced in Michigan), will have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED.

20. **Miscellaneous**

20.1 Any failure of a party to insist upon strict performance of any of the Terms will not be construed as a waiver of its right to demand strict compliance.

20.2 Customer has reviewed these Terms and waives any principle of law that would construe any provision against MacAllister as the drafter. Any rule of construction to the effect that ambiguities are resolved against the drafting party will not apply to the interpretation of the Work Order.

20.3 Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees, and other expenses MacAllister incurs in the collection of any charges or amounts due under the Work Order or in connection with the enforcement of the Terms.

20.4 Customer consents to the collection, use, and disclosure of his or her personal identification and financial information as described herein. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information may include, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example, information related to any balances or invoices related to the Work Order. Customer's personal identification information can be used for purposes of this transaction, any

subsequent transactions with MacAllister, and for MacAllister to evaluate and improve its products and services and/or develop new products or services.

- 20.5 If any term or provision of the Work Order is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Work Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 20.6 Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Mutual Indemnification, and Limitation of Liability.

21. **Force Majeure**

- 21.1 No party will be liable or responsible to the other, nor will it be deemed to have defaulted under or breached any of its obligations under the Work Order, for any failure or delay in fulfilling or performing, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following Force Majeure Events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) pandemics, epidemics, or other viral outbreaks; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this agreement; (g) action by any governmental authority; (h) national, regional, state, or local emergency; (i) strikes, labor stoppages or slowdowns, or other industrial or supplier or supply chain disturbances; and (j) other events beyond its control.
- 21.2 The Impacted Party will give notice within 7 days of the Force Majeure Event to the other party, stating the time the occurrence is expected to continue. The Impacted Party will use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 90 days following written notice given by it, either party may terminate this Agreement upon 30 days' written notice