Al-Bahar Back2Work Commitment Program

Our customers' success is our top priority. In today's demanding environment, downtime means lost productivity, profitability, and opportunities. That is why we are introducing Al-Bahar's Back**2**Work Commitment — a promise that ensures customers can rely on us to keep their machines working with minimal disruption.

Al-Bahar's Back**2**Work program reflects our commitment to uptime, reliability, and trust. With Back**2**Work, customers can have confidence that their GCI machine will be back in operation within two business days for all eligible jobs under the program.

By combining our world-class parts availability with Al-Bahar's extensive service network, skilled technicians, and proactive support teams, turning downtime management into a measurable promise that customers can depend on.

Al-Bahar's Back**2**Work commitment is not only about speed. It is about delivering an exceptional ownership experience where our customers know that Al-Bahar stands by their side every step of the way.

Al-Bahar Back2Work Commitment at Glance

Al-Bahar is committed to keep your machines working at minimum downtime. Under Al-Bahar's Back**2**Work, our Commitment will be:

1. **Back2work Commitment:**
   Al-Bahar is committed to get your machine back to work within 2 business days starting next day from the Customer Approved final quote date until the machine is operational again.

   *If service commitment is not met, Al-Bahar will provide a **Rental Machine** of comparable class (Excluding Operator) free of charge for up to 1 month, until the machine is restored to operational condition*.*

2. **Parts Availability Commitment:**
   A. Maintenance parts available on same day
   B. Repair parts available by next business day

   If Above Parts Commitment is not met, eligible customers will receive the delayed parts free of charge (up to USD 1,000 per invoice).*

**Terms and Conditions Apply*

Back2Work Program Terms & Conditions

The Back2Work Commitment applies to Caterpillar Global Construction & Infrastructure (GCI) machines that are covered under an active Al-Bahar Customer Value Agreement (CVA) Level 2 or above.

1. **Machines Covered Under the Program:**
   - Caterpillar machines that are ten years old or less from the CVA start or renewal date.
   - Connected Machines with reporting Product Link device.
   - TA2 Inspected and approved "Back2Work Program Eligible" by Al-Bahar (Applicable to Aftermarket used machine).
   - Machines over ten years old with Cat Certified Rebuild Carried out by Al-Bahar

2. **Geography:** Program Applies only in United Arab Emirates

3. **Customers Eligibility:** Rental Fleet Customers/ Rental Machines under CVA are not eligible for the Back2Work Program.

4. **Machine Eligibility:** GCI machines that are covered by CVA Level 2 or above. CVA Scope should include Genuine Caterpillar maintenance parts, Cat fluids and Al-Bahar service labor for a minimum of 12 months. Includes connectivity, inspections, and SOS analysis. Service intervals must be performed every 500 hours at minimum (or as per Caterpillar/Al-Bahar recommendations, whichever is sooner)

5. **Back to Work in 2 Business Days:**
   Al-Bahar will restore the eligible machine to operational condition within two (2) consecutive Business Days following the next Business Day after the Customer Approved Final Quote Date, provided all customer obligations under these Terms have been fulfilled. Weekends, public holidays, or customer-caused delays (e.g., site inaccessibility or pending approvals) are excluded from the calculation of this timeframe.
   If the Customer Approved Quote is received on a non-Business Day, the timeline shall commence on the next Business Day. Any delay caused by non-business days, public holidays, or site access restrictions will extend the Back2Work timeline accordingly.
   The Back2Work commitment applies only to jobs classified as standard repairs within the eligible parts list.
   Jobs involving diagnostic delays, insurance claims, or customer-induced delays (e.g., site inaccessibility, payment hold, unsafe working conditions, or pending approvals) are excluded from the two-business-day commitment.

6. **Major jobs** with Extended Timelines are excluded from the 2-business-day Back2Work commitment. This includes Major repairs and/or overhauls (including but not limited to Engine, Drive Train, Undercarriage, Hydraulic System, and Structural Damage repairs). For

such major jobs, the Back**2**Work commitment applies only if the agreed Promised Date is not met.

7. Field Technician Scheduling & Response

- For field jobs, a qualified technician will be dispatched next business day after the Customer Approved quote date.
- Customers will be informed of the scheduled arrival time during confirmation.

8. Rental Commitment:

a. Starting next day from the Customer Approved final quote date until the machine is operational again.

b. The rental machine will remain the property of Al-Bahar or its rental partner and must be used solely for the intended operational purpose at the original job site. The customer shall be responsible for any damage, misuse, or loss of the rental equipment during the rental period.

   Al-Bahar reserves the right to reclaim the rental machine at any time if misuse or misrepresentation is detected. (It is advisable to sign a rental agreement to regulate the relationship in such cases).

c. If the rental machine is not available, Al-Bahar will cover the cost of an equivalent rental from the market under the same "up to 1 month free" terms, provided the rental price does not exceed the published CAT Rental Store rates.

9. Customer Responsibilities:

- Follow OEM/Dealer Recommendations: Services and Repairs carried out by the customer must follow Caterpillar and Al-Bahar guidelines and recommendations.
- Use Only Genuine CAT Parts & CAT Fluids
- Perform Recommended Maintenance: Preventive maintenance, inspections, and SOS analysis must be carried out as scheduled.
- Act on Alerts & Dealer Advice: Machine alerts, SOS results, and dealer service advice must be acted on promptly.
- The Back**2**Work enrollment form must be signed by the Customer, Product Support Manager, and Service Manager to validate program coverage.
- The Back**2**Work timeline begins only after Al-Bahar receives all the following:
  - Customer's written approval of final quotation and Site access and machine readiness confirmation.
  - Payment confirmation as per CVA terms (if applicable)
- Any delay or non-cooperation by the customer that affects diagnosis, parts supply, or technician access will void the Back**2**Work timeline.

10. Limitation of Liability

The Back**2**Work Commitment represents Al-Bahar's best-effort operational target. Al-Bahar reserves the right to adjust timelines based on job complexity, part availability, and site conditions.

Al-Bahar's total liability under the Back**2**Work Commitment, whether in contract, tort, or otherwise, shall be limited to the actual cost of providing the remedy described under this program (i.e., rental support or free delayed parts), and in no event shall exceed **$10,000** per machine.

Al-Bahar shall not be liable for any indirect, incidental, or consequential damages, including loss of use, production, or profit, even if advised of the possibility of such damages.

In the event of customer misuse or misrepresentation, Al-Bahar shall have no liability whatsoever under this Program, and any benefits previously extended (including rental coverage or free parts) shall be subject to full reimbursement by the customer.

Al-Bahar reserves the right to review, modify, suspend, or terminate the Back**2**Work Commitment Program at any time without prior notice.

However, any modifications or discontinuation will not affect customers or machines already covered under an active CVA during its validity period.

For such active CVAs, Al-Bahar shall continue to honor all Back**2**Work Commitments in accordance with the program terms effective on the CVA Effective Date or Renewal Date, as applicable.

11. Communication & Documentation Requirement

All program-related communications (approvals, promised dates, notifications, and delay acknowledgments) must be in writing (e.g., emails).

Verbal approvals or informal communications will not be considered valid for calculating program timelines or obligations.

12. Misuse of the Program

The Back**2**Work Commitment is intended to support genuine downtime reduction for eligible machines. Any attempt by the customer to misuse, manipulate, or falsely report downtime, job delays, or machine status for financial or operational benefit shall result in immediate suspension of the Back2Work benefits and potential disqualification from the Program.

13. Program Audit & Termination

Al-Bahar may, at its discretion, conduct periodic audits to ensure compliance with CVA and Back**2**Work requirements.

Audit scope may include maintenance records, SOS results, Product Link data, and machine usage logs.

Failure to comply with audit requests or Non-compliance with OEM-recommended maintenance schedules, use of non-genuine parts, or false reporting may result in immediate termination of Back**2**Work eligibility without liability to Al-Bahar.

14. Program Timeline:

Applies for eligible customers/machines with CVAs Date Starting from 15th October 2025.

Eligible Machines remain eligible for the Back**2**Work commitment as far as the CVA is active.

15. Parts Coverage:

Included Cat Parts (In Scope):

Category	Parts Included
DT Components	Brakes (friction material, plates), Bearings, Non-overhaul DT parts
Fuel Systems	Fuel and oil pumps, Nozzles and injectors
Ground Engaging Tools	Bucket cutting edges & protection, MTG cutting edges, Paving wear parts, Retention items, Ripper/scarifier, Tips & teeth
Electronics	Competitive electronics, Starters & alternators, Advanced electronics, Aftermarket enhancement products, Integrated electronics
Hose & Couplings	All
Engine Overhaul	Engine gaskets & bearings, Hardware & fasteners, Small engine parts
External Engine	Aftertreatment components, Fuel & oil pumps, Radiator groups & parts, Non-overhaul components, Water pumps, Spark plugs, Vee belts*
Hydraulic Cylinders & Rods	All
Hydraulic Valves & Piece Parts	All
Pumps & Motors	All
Seals, Tubes & Hardware	All
Structural Components	Safety components
Turbochargers	All
Filters	Air filters*, Liquid filters*
Undercarriage	Major moving UC (minus most link assemblies & track groups), Rubber UC, Tires
Fluids	Coolant, Grease

*Items marked with * are Maintenance Parts. All others are Repair Parts.

Excluded Cat Parts (Out of Scope)*

Exclusion Category	Parts Excluded
General Exclusions	Inventory or bulk orders, Made-as-Ordered items, Discontinued parts, Rental fleet CVA parts, Warranty/EPP-covered parts
Track/Undercarriage	Full track groups & link assemblies
Engine	Cylinder heads & pieces, Cylinder packs & pieces, Overhaul components, Replacement engines, Long & short blocks
Drive Train (DT)	Housings & cases, Major DT components, Reman major components
Electronics	E&T upgrade kits, Machine electric drive, Machine price list items
Ground Engaging Tools	Work tool parts, Adapters, Base edges
Structural & Tools	Dealer service tools, Hand tools, Major & minor structural parts, Operator environment components
Other Parts	Track groups & assemblies, Blocks & piston packs, Non-mechanical brackets & fenders, Yellowmark parts, Planned replacement/overhaul kits, Non-mechanical or highly customized parts

*Jobs requiring parts or components listed in the Excluded Parts Appendices are not eligible for the Back**2**Work commitment.

16. **Force Majeure:**

Al-Bahar shall have no liability for any delay or failure in performance resulting from Force Majeure or circumstances beyond its reasonable control. The Back**2**Work commitment timeline shall automatically extend for the duration of such events.

17. Definitions:

Business Day

Any working day when Al-Bahar service operations are open in the United Arab Emirates, excluding weekends, public holidays officially declared by UAE authorities, or other non-working days as notified by Al-Bahar.

Customer Approved Final Quote Date:

The date and time when the customer formally agree (in writing) to proceed with service after diagnosis and quotation (if required).

Force Majeure:

Events considered Force Majeure include but are not limited to: natural disasters, extreme weather, strikes, government restrictions, supply chain disruptions, pandemics, transportation failures, or third-party supplier delays.

Maintenance CVA with Labor Level 2:

A signed agreement covering genuine Cat maintenance parts and Al-Bahar service labor for a minimum of 12 months. Includes connectivity, inspections, and SOS analysis. Service intervals must be performed every 500 hours at minimum (or as per Caterpillar/Al-Bahar recommendations, whichever is sooner)

Maintenance & Repair CVA with Labor Level 3:

A signed agreement covering genuine Cat maintenance parts, planned repairs and Al-Bahar service labor for a minimum of 12 months. Includes connectivity, inspections, and SOS analysis. Service intervals must be performed every 500 hours at minimum (or as per Caterpillar/Al-Bahar recommendations, whichever is sooner)

Promised Date:

The confirmed date of completion for major Jobs, communicated by Al-Bahar to the customer after the service quotation is approved, payment terms are met, and parts availability is verified.

Major Jobs:

Service jobs or any work needed on the machine which, by its scope or inherent nature, reasonably requires more than two business days for proper completion.