



# Sales and Service

DEARBORN MI BRANCH  
3760 WYOMING  
DEARBORN, MI 48120-  
(313)843-6200

Payment terms are 30 days from invoice date unless  
otherwise agreed upon in writing. Remit to:  
#774494  
4494 Solutions Center  
Chicago, IL 60677-4004



## INVOICE NO

S2-63271

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

## BILL TO

PITTSFIELD FIRE STATION  
6227 W MICHIGAN  
ANN ARBOR, MI 48108-

SCOTT KOEPPE - 734 2167039

PAGE 1 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-SEP-2021		29-APR-2016	ISL9 CM2350 L101		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
218579		07-SEP-2021	73935853		SPECTR
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
157956	BL420		45130 / 130		E1

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

44KFT4284GWZ22901

YEAR 2016

## COMPLAINT CAUSE

ENGINE 1 --INSPECT FOR AIR / COMBUSTION LEAK AT REAR OF HEAD, ON FUEL PUMP SIDE.

\*\*NOTE\*\* THIS ESTIMATE MAY BE ADJUSTED BASED ON THE CONDITION OF THE  
PARTS REMOVED, CLEANED, AND INSPECTED\*\*

RUN UNIT ON DYNO UNDER FULL LOAD.GOOD HP 350 HP. FOUND WHAT WAS THOUGHT TO BE A  
HEAD GASKET LEAK WAS THE INTAKE COVER PLATE GASKET BLOWN AND LEAKING BOOST.

VERY BAD FUEL LEAK AT LOW PSI LINE FROM FUEL FILTER TO GEAR PUMP, HOLE IN LINE.

ALL BELTS WORN AND NEED TO BE REPLACED.

OIL LEAKS AS FOLLOW.

OIL PAN.

FRONT COVER.

FRONT CRANK SEAL.

TURBO DRAIN LINE AT THE BLOCK.

OIL COOLER.

ROCKER HOUSING.

POWER STEERING PUMP AND LINES AND FITTINGS.

## CORRECTION

CHARGE AIR PIPE - REMOVE AND INSTALL, EACH  
EGR VALVE - REMOVE AND INSTALL  
EGR VALVE - CLEAN AND INSPECT  
EGR CONNECTION TUBE - REMOVE AND INSTALL  
INTAKE MANIFOLD - REMOVE AND INSTALL, FIRST  
INTAKE MANIFOLD PRESSURE/TEMPERATURE SENSOR - REMOVE AND INSTALL  
FUEL LINES, INJECTOR SUPPLY - REMOVE AND INSTALL - EACH , EACH BUNDLE  
FUEL RAIL - REMOVE AND INSTALL  
AFTERTREATMENT STATIONARY REGENERATION  
STEAM CLEAN - COMPLETE ENGINE

THANK YOU FOR YOUR BUSINESS

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE  
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON  
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND  
WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND  
ACCEPTED.

AUTHORIZED BY (print name)

SIGNATURE

DATE





Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
#774494  
4494 Solutions Center  
Chicago, IL 60677-4004



DEARBORN MI BRANCH  
3760 WYOMING  
DEARBORN, MI 48120-  
(313)843-6200

<b>INVOICE NO</b>
S2-63271
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**BILL TO**

PITTSFIELD FIRE STATION  
6227 W MICHIGAN  
ANN ARBOR, MI 48108

SCOTT KOEPPE - 734 2167039

PAGE 2 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-SEP-2021		29-APR-2016	ISL9 CM2350 L101		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
218579		07-SEP-2021	73935853		SPECTR
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
157956	BL420		45130 / 130		E1

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 44KFT4284GWZ22901 YEAR 2016

**COVERAGE**

CUSTOMER BILLABLE.

**REMARK**

9/13/21 EJ-SCOTT APPROVED THE ESTIMATE AT THE COST OF \$6351.55  
10-SEPT-21 OKAY PER SCOTT KOEPPE PER ESTIMATE OF 1,956.71 --LIONEL

1 GUARDIAN INSP GUARDIAN FREE VISUAL INSPECTION

PARTS:	0.00
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	0.00
SURCHARGE TOTAL:	0.00
LABOR:	0.00
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	0.00
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	0.00

1	1	5253019	GASKET,EXH GAS RCN VALVE	CECO	12.53	12.53
1	1	5295436	GASKET,CONNECTION	CECO	4.77	4.77
1	1	4992509	SEAL,O RING	CECO	4.95	4.95
1	1	4937032	GASKET,CONNECTION	CECO	12.35	12.35
2	2	4076823	SEAL,RECTANGULAR RING	CECO	19.37	38.74
1	1	4933235	GASKET,CONNECTION	CECO	4.66	4.66
2	2	4932615	GASKET,CONNECTION	CECO	3.72	7.44
1	1	3959798	GASKET,VALVE COVER	CECO	42.49	42.49
1	1	5264459	HOSE,PLAIN	CECO	37.32	37.32
1	1	3918174	GASKET,OIL COOLER CORE	CECO	18.65	18.65

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
#774494  
4494 Solutions Center  
Chicago, IL 60677-4004



DEARBORN MI BRANCH  
3760 WYOMING  
DEARBORN, MI 48120-  
(313)843-6200

<b>INVOICE NO</b>
S2-63271
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**BILL TO**

PITTSFIELD FIRE STATION  
6227 W MICHIGAN  
ANN ARBOR, MI 48108-

SCOTT KOEPPE - 734 2167039

PAGE 3 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-SEP-2021		29-APR-2016	ISL9 CM2350 L101		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
218579		07-SEP-2021	73935853		SPECTR
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
157956	BL420		45130 / 130		E1

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		44KFT4284GWZ22901		YEAR 2016			
1		1	3929011	GASKET,LUB OIL CLR COVER	CECO	24.72	24.72
4		4	5286984	STUD	CECO	9.57	38.28
4		4	5263462	NUT	CECO	3.64	14.56
1		1	5263924	GASKET,TURBOCHARGER	CECO	18.29	18.29
1		1	3939352	GASKET,OIL SUC CONNECTION	CECO	4.18	4.18
1		1	5332563	GASKET,OIL PAN	CECO	57.44	57.44
1		1	LF9009	PAC, LF	FLG	48.84	48.84
1		1	3164067	SEALANT	CECO	21.31	21.31
1		1	5272959	GASKET,RKR LEVER HOUSING	CECO	17.28	17.28
1		1	4025270	KIT,SEAL	CECO	32.22	32.22
1		1	4988868	TUBE,FUEL SUPPLY	CECO	49.42	49.42
1		1	4988869	TUBE,FUEL SUPPLY	CECO	53.32	53.32
2		2	CC36077	OAT	FLG	15.06	30.12
7		7	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	13.45	94.15
1		1	4988280	GASKET,HYDRAULIC PUMP	CECO	4.26	4.26
1		1	3678603	SEAL,O RING	CECO	3.85	3.85
1		1	3678912	SEAL,O RING	CECO	10.52	10.52
2		2	3684284	WASHER,SEALING	CECO	7.14	14.28
2		2	3922794	SEAL,O RING	CECO	2.89	5.78
2		2	4944257	WASHER,SEALING	CECO	17.28	34.56
1		1	5264568	GASKET,OIL DRAIN	CECO	3.35	3.35
1		1	3289963	BELT,V RIBBED	CECO	69.16	69.16
5		5	C798153QT	DEXRON ATF 6/1 QT	VALVOLINE	4.40	22.00
			ORDERED ITEM	798153 E1-VALVOLINE			
1		1	S1S2033410	2 LINE ASSEMBLIES	E1-OTHER	226.20	226.20

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





DEARBORN MI BRANCH  
3760 WYOMING  
DEARBORN, MI 48120-  
(313)843-6200

Payment terms are 30 days from invoice date unless  
otherwise agreed upon in writing. Remit to:  
#774494  
4494 Solutions Center  
Chicago, IL 60677-4004

**INVOICE NO**

S2-63271

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

**BILL TO**

PITTSFIELD FIRE STATION  
6227 W MICHIGAN  
ANN ARBOR, MI 48108-

SCOTT KOEPPE - 734 2167039

PAGE 4 OF 4

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-SEP-2021		29-APR-2016	ISL9 CM2350 L101		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
218579		07-SEP-2021	73935853		SPECTR
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
157956	BL420		45130 / 130		E1

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		44KFT4284GWZ22901		YEAR 2016			
				PARTS:			1,081.99
				PARTS COVERAGE CREDIT:			0.00 CR
				TOTAL PARTS:		1,081.99	
				SURCHARGE TOTAL:			0.00
				LABOR:			4,937.25
				LABOR COVERAGE CREDIT:			0.00 CR
				TOTAL LABOR:		4,937.25	
				MISC.:			300.00
				MISC. COVERAGE CREDIT:			0.00 CR
				TOTAL MISC.:		300.00	
				ELECTRONIC TOOLING FEE			50.00
				HAZ WASTE DISPOSAL			100.00
				SHOP SUPPLIES			150.00
				TAX EXEMPT NUMBERS:			
					LOCAL		0.00

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE  
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON  
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN  
AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD  
AND ACCEPTED.

SUB TOTAL: 6,319.24

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 6,319.24

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





## APPENDIX A TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.



1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
7. **LIMITED WARRANTIES.**
  - a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
  - b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
  - c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
  - d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period, (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
  - e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

