

TERMS OF USE

Updated: May 3, 2023

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When we refer to “you” or “your,” we mean the person accessing the Website. If the person accessing the Website acts on behalf of, or for the purposes of, another person, including a business or other organization, “you” or “your” also means that other person, including a business organization. You represent and warrant to us that you are authorized to bind your employer, if applicable, to these Terms. By accessing, browsing or otherwise using (collectively, “use” or “using”) this Website, you acknowledge that you have read, understood and agree to be legally bound by these Terms.

1. Privacy policy

You acknowledge and agree that the Company may use the data collected in the course of our relationship for the purposes identified in the XCMG Privacy Policy (the “Privacy Policy”), which can be found at <https://xcmg-usa.com/financing/> and is incorporated by reference as if fully set forth in these Terms of Use. By using this Website, you affirmatively acknowledge that you understand and agree to be legally bound by the Privacy Policy.

2. Proprietary rights

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3. User conduct – general

You are not permitted to use the information and Content on the Website except as expressly set forth herein. Any use of the information or Content provided on the Website that does not comport with these Terms or any other guidelines, support pages, or policies published by XCMG on the Website shall be an unauthorized use and subject you to civil and criminal penalties as provided by U.S. and international intellectual property laws and other applicable laws.

As a user of the Website, you have a non-exclusive, non-transferable, limited, revocable, non-sublicensable license to use the Website and the Content solely for your personal use. You may not modify, copy, post, distribute, transmit, display, perform, reproduce, transfer, sell or publish any of the Content of the Website, in any form or by any means, in whole or in part, without the prior written consent of XCMG. Such consent may be withheld, conditioned or delayed in

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Please note that this limited consent may be revoked at any time and does not include consent to republish Content on any Internet, Intranet or Extranet website or to incorporate the information in any other database or compilation. You further agree that you will not systematically extract, collect or harvest, through electronic means or otherwise, any data or data fields from the Website, including but not limited to customer identities. If you believe that your copyrighted material has been improperly used on the Website, please contact at info@xcmgusa.com.

In using the Website, you agree not to do, attempt to do, enable or encourage anyone else to do any of the following:

- (a) disrupt or interfere with the security of, or otherwise abuse, the Website or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked websites;
- (b) probe, scan, or test the vulnerability of our Website or any system or network;
- (c) use the Website in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website or affiliated websites, or that could damage, disable, overburden, or impair the functioning of the Website;
- (d) copy, modify, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Content on the Website, other than temporary files that are automatically cached by your web browser for display purposes, as otherwise expressly permitted in these Terms, as otherwise expressly permitted by us in writing, or as enabled by the Website's intended functionality;
- (e) deface, shut down or otherwise damage the Website;
- (f) upload, post or otherwise transmit through or on the Website any viruses, worms, agents or other harmful, malicious code, or destructive files, or otherwise compromise, bypass, or circumvent the security of the Website;
- (g) violate or infringe XCMG's or our affiliates' copyrights, trademarks, or other intellectual property rights;
- (h) use branding, logos, icons, user interface elements, designs, photographs, videos, or any other Content or materials XCMG makes available on the Website, except as explicitly allowed by these Terms;
- (i) not reproduce any portion of any of our Website or the navigational structure or presentation thereof;

- (j) “mirror” any Content contained in the Website or any other server without XCMG’s prior written permission;
- (k) use or attempt to use another's account, service or system without authorization from XCMG, or create or use a false identity on the Website;
- (l) use any robot, spider, crawler, scraper, or other automated means or interface to access the Website or extract other users’ information;
- (m) transmit through or on the Website spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- (n) attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Website and/or XCMG’s servers, computer systems, and networks that you are not authorized to access;
- (o) create a hyperlink to any page or portion of the Website or frame any page or portion of the Website without the prior written permission of XCMG;
- (p) violate any applicable law or regulation in connection with your access to or use of the Website; or
- (q) access or use the Website in any way not expressly permitted by these Terms.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on the Website.

4. Online communications through the Website

You agree that any communications you transmit to anyone through the Website or copyrighted works you post on the Website, including, without limitation, questions, comments, suggestions, ideas, plans, notes, drawings, configurations, specifications, purchase orders, quotes or requests for quotes, performance data, account information, or other material, data or information (collectively, "Information"), are non-confidential and upon transmission of such Information to us via email or other means you grant us an irrevocable, non-exclusive, royalty-free, sub-licensable, world-wide license (including but not limited to a copyright license) to use such Information in any media for any purpose.

5. Content, product and service information limitations

All content available through the Website, including but not limited to data, technical drawings, configurations, quote and order information, and catalog listings is believed to be conceptually accurate. However, you should independently evaluate the accuracy of the information and the usefulness for your particular needs of any content, product or service available through the Website. Specifications for products and services are subject to change without notice, and we reserve the right to make changes without notice to processing, materials, or configuration. We do

not guarantee that products or services listed in its online catalog will be available at the time of your order. All information on the Website is subject to the disclaimers of Section 8 below.

6. Links to/from other websites and third-party content

Links to other websites

The Website may from time to time contain hyperlinks or links to other websites. Linked sites may not be operated or controlled by XCMG. These links are provided as a convenience to you and do not constitute an endorsement, sponsorship or recommendation by us of—or responsibility for—the linked websites or any content, services or products available on or through such websites.

Links from other websites

All links to the Website must be approved in writing by us, except that we consent to links in which:

- (a) the link is a text-only link containing only the title of the home page of this Website,
- (b) the link "points" only to the home page of the Website and not to deeper pages,
- (c) the link, when activated by a user, displays this home page of the Website full-screen and not within a "frame" on the linked website, and
- (d) the appearance, position, and other aspects of the link does not (a) create the false appearance that an entity or its activities or products are associated with or sponsored by XCMG or its affiliates, or (b) be such as to damage or dilute the goodwill associated with the name and trademarks of XCMG or its affiliates. We reserve the right to revoke this consent to link at any time in its sole discretion.

We reserve the right to revoke this consent to link to our Website at any time, in our sole discretion.

7. Third-party content

The Website may from time to time contain or make available material, data, content, features or information from third parties ("Third Party Materials"), including but not limited to advertisements, or provide links to certain third-party websites. These links are provided solely for your convenience. These Terms do not apply to Third Party Materials or any site owned and/or operated by or on behalf of any third party. If you use any of these links, you will leave our Website. For any Third Party Materials made available through our Website, such third party's terms of use will govern the respective party's relationship with you. We have not reviewed these third-party sites and do not control and are not responsible for any of these sites or their content. By using the Website, you acknowledge and agree that XCMG is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. You agree that neither XCMG nor its affiliates shall have any liability whatsoever to you for any such third-party material, data or information or actions taken under the third party's terms.

8. Disclaimers

The Website and the content available through it are provided on an "as is" and "as available" basis. To the fullest extent permissible pursuant to applicable law, XCMG and its affiliates disclaim all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. You expressly agree that use of this Website, including all content, data or software distributed by, downloaded or accessed from or through the Website, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business, your computer system or loss of data that results from the download of such content, data and/or software.

XCMG does not make any warranty that this Website or its Content will meet your requirements, or that this Website or its Content will be uninterrupted, timely, secure, or error free, or that defects, if any, will be corrected. Nor does XCMG make any warranty as to the results that may be obtained from use of this Website or its content or as to the accuracy, completeness or reliability of any information obtained through use of this Website.

XCMG assumes no responsibility for any damages suffered by a user, including, but not limited to, loss of data from delays, nondeliveries of content or email, errors, system down time, misdeliveries of content or email, network or system outages, file corruption, or service interruptions caused by the negligence of XCMG, its affiliates, its licensors, or a user's own errors and/or omissions except as specifically provided herein, XCMG disclaims any warranty or representation that confidentiality of information transmitted through the site will be maintained.

No advice or information, whether oral or written, obtained by you from XCMG or through the Website shall create any warranty not expressly stated in writing. Some states do not allow the limitation or exclusion of certain warranties or conditions, so some of the above exclusions may not apply to you.

9. Limitation of liability

Under no circumstances, including, without limitation, negligence, shall XCMG or its subsidiaries, affiliates, officers, directors, employees, agents, or suppliers be liable for any direct, indirect, incidental, special or consequential damages arising from or in connection with the use of or the inability to use this Website or any content contained on the Website, or resulting from unauthorized access to or alteration of your transmissions or data, or other information that is sent or received or not sent or received, including but not limited to, damages for loss of profits, use, data or other intangibles, even if XCMG has been advised of the possibility of such damages.

The parties acknowledge that this is a reasonable allocation of risk. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to you.

10. General applicable law

The Website is controlled, headquartered and operated in the United States of America ("U.S."). This Agreement shall be governed by the laws of the U.S. and of the State of Georgia without

giving effect to its conflict of laws provisions. If you are in a jurisdiction which restricts you from accessing this Website, do not access or use this Website. We make no representation that the Website is appropriate or available for use outside the United States, and access to the Website from territories where the content is illegal or restricted is prohibited. If you access our Website from a location outside of the U.S., you are responsible for compliance with all local laws. You may not use our Website to export material in violation of U.S. export laws and regulations.

11. Dispute Resolution

Any claim relating to this Website shall be litigated in the federal courts having jurisdiction in the State of Georgia, and you hereby consent to the jurisdiction and venue of those courts. If any part of these Terms is deemed unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Regardless of any law to the contrary, any claim arising out of or related to use of this Website, these Terms or the Privacy Policy must be filed within one (1) year after such claim arose or be forever barred. The section titles herein are for convenience of reference only and have no legal or contractual effect. By using this Website, you agree that XCMG, at its sole discretion, may require you to submit any disputes arising from the use of this Website, these Terms or the Privacy Policy to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding the Rules, however, such proceeding shall be governed by the laws of the State of Georgia. Any award in an arbitration initiated under this clause shall be limited to monetary damages shall include no injunction or direction to any party other than the direction to pay a monetary amount.

12. Eligibility

You must be at least 18 years of age to use the Website. By agreeing to these Terms, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Website; and (c) your use of the Website complies with all applicable laws and regulations.

13. Consent to Communications

By using the Website, you consent to receiving certain alerts, notices, disclosures and other communications (“Disclosures and Communications”) in electronic form (either by email, mobile message, or via the Internet), as provided in the Privacy Policy. You agree that any agreements, disclosures, surveys, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. The Website may provide web forms, links, or contact information, including phone numbers, that can connect you with XCMG or third parties. You can stop receiving promotional email communications from us by following the “unsubscribe” instructions provided in such communications. We make every effort to promptly process all unsubscribe requests. You may still receive service-related communications, including account verification, transactional communications, changes/updates to features of the services, and technical and security notices.

14. Entire Agreement

This Agreement constitutes the entire agreement between Us and you with respect to your use of our Website. If for any reason a court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

15. These Terms of Use May Change

These terms may change from time to time and without further notice. Such changes become effective immediately upon posting them on the Website. By using the Website after a change, you agree to follow and be bound by the Terms as changed. Accordingly, you agree to review these Terms for any such changes regularly upon your use of the Website. If you do not agree to abide by these or any future terms, you should discontinue use the Website. We may, from time to time, delete, modify, suspend or introduce new aspects of the Website. We may remove, modify or otherwise change any content, including that of third parties, on or from this Website. We may impose limits on certain features and services or restrict your access to all or parts of the Website without notice or liability.