



CNG and LNG Fuel Systems Warranty Manual

ENP-067

Rev. N: March 2018

Contents

1. Proprietary Statement	3
2. Standard Warranty Statement.....	3
3. Warranty Procedures	5
3.1 Contacting Agility Fuel Solutions Customer Care.....	5
3.2 Claim Initiation.....	5
3.3 Obtaining Repair Parts	5
3.4 Completing Repair.....	6
3.5 Submitting an Invoice	6
3.6 Returning Failed Components.....	6
3.7 Disposition of Claims Timing	6
4. Authorized Stocking Inventory and Policy	7
4.1 Special Warranty Note for Aftermarket Parts.....	7
5. Vehicular Fuel System – Standard Repair Times.....	8
6. Required Training.....	10
7. References.....	10

1. Proprietary Statement

If you have any questions, contact Agility Fuel Solutions Customer Care: +1 949 267 7745, toll free: +1 855 500 2445 or parts@agilityfs.com.

Proprietary Statement

The information provided within this document is proprietary and confidential. All prior versions, including updates and revisions forwarded separately, are proprietary. The information provided by Agility Fuel Solutions to its customers and clients is solely for the use of those customers and clients. No portion of this manual may be reproduced or distributed without express written consent of Agility Fuel Solutions. Agility Fuel Solutions reserves the right to utilize the intellectual property contained within this publication as content for any other publication produced by Agility Fuel Solutions.

Trademark Notice

Agility® and TUFFSHELL® are registered trademarks of Agility Fuel Solutions. Drop-N-Go™ is a trademark of Agility Fuel Solutions. Trademarks of other manufacturers are the property of their respective companies.

Agility Fuel Solutions

www.agilityfuelsolutions.com

2. Standard Warranty Statement

1.1 There are no warranties, express or implied made by Agility Fuel Solutions on the vehicular compressed natural gas, compressed hydrogen or liquefied natural gas fuel storage and delivery systems manufactured or installed by it except the warranty against defects in design, materials, and workmanship set out below:

1.2 Agility Fuel Solutions warrants its vehicular compressed natural gas, compressed hydrogen and liquefied natural gas fuel storage and delivery system components (collectively the "System Components" or "System") to be free of defects in design, materials, and workmanship under normal use and service. The standard warranty period is the lesser of either (a) twelve (12) months from the in-service date of the System, or (b) 18 months from the delivery date of the System to the customer, unless invalidated by considerations set forth in other portions of this warranty statement. Other warranty periods may apply depending on contracts or agreements.

1.3 This warranty does not apply if the failure is caused or contributed to (but not limited to) by any of the following: improper handling, abuse, improper maintenance, lack of reasonable and necessary maintenance, or repairs or modifications made or attempted by anyone other than Agility Fuel Solutions or its authorized service representative which, in the reasonable judgment of Agility Fuel Solutions, adversely affect the performance or reliability of the System Components. Agility Fuel Solutions will repair or replace, at its option and expense, its System Components proved to be defective within the warranty period and under the conditions of the warranty.

1.4 Unless otherwise authorized by Agility Fuel Solutions, warranty repairs to the System Components must be performed by Agility Fuel Solutions or authorized service representatives.

1.5 Replacement parts furnished under the terms of this warranty are warranted only for the remainder of the System Components warranty period. Parts repaired locally in lieu of replacement are not covered by this warranty, unless said repairs are authorized by Agility Fuel Solutions.

1.6 If Agility Fuel Solutions authorizes a System Component to be repaired within the warranty period at a location other than the plant of manufacture, or if a Component is repaired locally in lieu of replacement, the warranty is limited to the actual repair cost. The warranty claim for a locally repaired part will be valid only when accompanied by a copy of the local repair invoice.

1.7 This warranty does not cover repair or replacement of System Components except at Agility Fuel Solutions plant of manufacture or other locations duly authorized by Agility Fuel Solutions.

1.8 Agility Fuel Solutions liability shall be limited to the cost of repairing or replacing any such defective System Components and in no event shall Agility Fuel Solutions responsibility extend to equipment or apparatus other than its own manufacture or supply.

1.9 Agility Fuel Solutions is not responsible for costs, lost revenues, lost profits, special damages or any other damages, whether direct or consequential, as a result of a failure of any of its System Components. Likewise, Agility Fuel Solutions is not responsible for any costs, lost revenues, lost profits, special damages or any other damages, whether direct or consequential, including but not limited to contingent or consequential costs such as the cost of installation of replacement or repaired parts, transportation and travel expense, or any other expense incurred by its customer or the user of the System Components, in connection with any replacement or repair under this warranty.

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

3. Warranty Procedures



3.1 Contacting Agility Fuel Solutions Customer Care

Agility Fuel Solutions requires registration of service personnel before approving warranty work performed by the servicing dealer and accepting warranty claims. Registration forms are included in the Warranty Policy Agreement, ENP-184a.

In the event of a system failure, contact Agility within 15 days of said failure by calling the **support hotline at 949-267-7745** or by sending an e-mail to **parts@agilityfs.com**. If suspected to be a warranty failure Agility will do one of the following:

- a. Authorize servicing dealer to conduct repair in accordance with terms of this agreement.
- b. Send authorized agent of Agility to conduct repair within 24 hours of failure notice.

3.2 Claim Initiation

In the event Agility authorizes servicing dealer to conduct warranty repairs, the servicing dealer will be informed that they are authorized to perform the repair.

- a. A Claim Reference Number (CRN) will be generated by Agility and given to the servicing dealer. The CRN will be used for all transactions related to this specific repair and it will be unique per VIN per repair occurrence. The CRN cannot be re-used for another or different repair claim by the servicing dealer.

3.3 Obtaining Repair Parts

Required parts will either be expedited to servicing dealer by Agility or be pulled from servicing dealer's stocking inventory.

- a. Parts required for the repair may be pulled from servicing dealer if available and they are listed on the approved stocking inventory list within this document and may be charged back to Agility at dealer cost plus 30% mark-up on the final invoice. (This mark-up is intended to cover the cost of the part, the inventory costs and inbound shipping).
- b. Parts not inventoried by servicing dealer will be shipped by Agility and will be tracked internally to the CRN. (Therefore, a claim must be authorized by Agility prior to parts being shipped by Agility). Expedited shipping will be paid for by Agility if appropriate. The part shall not be included in the repair invoice from servicing dealer for parts provided by Agility.
- c. Agility technical support will assist dealer in identifying parts required to perform the repair and will coordinate the shipment of needed repair parts to the servicing dealer if they are not stocked at servicing dealer.
- d. Service center agrees to stock parts in accordance with the terms defined by this warranty manual. Service center may return up to a maximum of 20% of their total inventory of Agility parts, if slow-moving, to Agility only once per

calendar year. Returned items must be in new, unused condition in original packaging.

3.4 Completing Repair

Servicing dealer to conduct repair in accordance with:

- a. Agility manuals, service bulletins
- b. Agility technical support
- c. Industry best practices

3.5 Submitting an Invoice

Upon completion of the repair by the servicing dealer, a final invoice is submitted by e-mailing the invoice to parts@agilityfs.com.

The CRN must be included in the subject line of the e-mail and used as the PO number for the invoice. A missing CRN will delay the warranty claim.

- a. Repair labor rate will be paid at a standard rate per hour according to your contract.
- b. All labor will be paid according to Standard Repair Times, set forth by Agility and documented later in this document.
- c. Towing charges not covered under warranty.

3.6 Returning Failed Components

Agility will determine on a case by case basis if replaced components shall be returned to Agility or discarded by the servicing dealer.

- a. All removed components must be identified with the CRN and be held for potential return to Agility for analysis for a minimum of 15 days from the completion of the repair and submission of the final invoice.
- b. Within 15 days Agility will notify servicing dealer to either return the part(s) or discard.
- c. If notified by Agility that the part(s) must be returned, the servicing dealer will have 15 days to return the defective part to Agility. The package and label containing the returned part(s) must be clearly marked with the CRN. Return parts may be shipped UPS collect to:

Agility Fuel Solutions
Attn: Warranty Processing – CRN _____
5117 NW 40th Street
Lincoln, NE 68524 USA
Phone: +1 402 470 8440

- d. If requested parts are not returned to Agility per the above listed guidelines, the dealer will be charged back for all parts contained within each claim or shipped to the dealer by Agility.
- e. Returned parts that are verified to be within original specifications will be returned to the servicing dealer and the dealer charged back for parts associated with the original claim.

3.7 Disposition of Claims Timing

Agility Fuel Solutions will determine the disposition of all warranty claims within 30 days of submission of final invoice.

4. Authorized Stocking Inventory and Policy

Items should be stocked by the service center to maintain a minimum spare level. The service center pays inbound shipping and all inventory carrying costs.

Parts stock per the agreement will be purchased at a 20 percent discount. Any non-stock or emergency purchase will be at a 10 percent discount.

Parts used for authorized repairs will be charged back to Agility Fuel Solutions per the Agility Fuel Solutions Warranty policies. In bound shipping is paid for by the stocking dealer.

The service center agrees to stock parts in accordance with the terms defined by this warranty manual. Service centers may return up to a maximum of 20 percent of their total inventory of Agility parts, if slow-moving, to Agility only once per calendar year. Returned items must be in new, unused condition in original packaging.

Refer to the following for more details:

ENP-439: Recommended Stocking Parts List

Note: Large, bulky and high value items such as tanks are not generally stocked, unless approved by Agility Fuel Solutions. These items will be shipped as needed for warranty repairs.

4.1 Special Warranty Note for Aftermarket Parts

See Section 7, "References."

5. Vehicular Fuel System – Standard Repair Times

The standard repair time (SRT) table establishes standards for technicians in the field and warranty claims. All guidelines assume tanks or cylinders are defueled, purged of flammable methane gas and at 0 psi as needed for the task.

These guidelines are for use by trained mechanics experienced with servicing CNG and/or LNG systems. Review all pertinent safety documents and repair literature before beginning repairs.

R&R: Remove and replace.

Times are typical estimates and are subject to changes.

CNG System Standard Repair Times (SRT)	Hours
R&R Transit fill receptacle	.50
R&R 1/4-turn valve	.50
R&R Standard fill receptacle (includes front bumper fill)	.50
R&R De-fuel receptacle	.50
R&R 3-way ball valve	1.0
R&R Coalescent filter (does not include routine maintenance of filter element)	1.0
R&R Lock-off solenoid (entire assembly)	1.0
R&R High pressure regulator	1.0
R&R Lock-off solenoid (coil only)	.25
R&R Low pressure or high pressure gauge (each)	1.0
R&R Pressure transducer	.50
R&R Fuel management box	1.0
R&R Valve end pressure relief device (PRD)	.50
R&R Aft end PRD	.50
R&R Area PRD	2.0
R&R Cylinder valve	1.0
R&R hose	1.0
R&R Dash mounted fuel gauge	.50
R&R ECU	1.5
Troubleshoot fuel gauge circuit	.50
Repair fuel line leaks (per leak)	.50
De-fuel CNG cylinder	1.0
Leak test system	.50
Minor frame repair (weld or tighten/torque bolts)	1.0
Diagnostic + administration time (this line included in all claims)*	.50
Additional diagnostic time (must be approved in advance per each CRN)**	.50

*Dealer has an allowance of one-half hour to troubleshoot

**After one-half hour dealer must call Product Support for a CRN and authorization for one (1) additional hour to troubleshoot

LNG System Standard Repair Times (SRT)	Hours
R&R Fill check valve	1.0
R&R Liquid shutoff valve (red handle)	.50
R&R Vapor shutoff valve (gray handle)	.50
R&R Excess flow device 3/8-in. NPT SS	.50
R&R Pressure control regulator (economizer, 125 psi)	1.0
R&R Primary relief valve, 230 psi	.50
R&R Secondary relief valve	.50
R&R 3/4-in. NPT female fill fitting/dust cap	1.0
R&R Fill fitting dust cap	.50
R&R Vent connector/dust cap, 1/4-turn QD	1.0
R&R Vent station fitting, 1/4-turn QD	1.0
R&R Pressure gauge, small	.50
R&R Knuckle check valve 2 psi	.50
R&R Fuel pressure gauge	1.0
R&R Tank gauge sender and wiring kit, 8.5 ft. BNC patch cord, 1 tank	.50
R&R Tank gauge sender and wiring kit, 8.5 ft. BNC patch cord, 2 tanks	1.5
R&R In-shroud heat exchanger	1.5
R&R Automatic fuel shutoff (solenoid) valve	1.5
R&R Overpressure regulator, 100-200 psi	1.0
R&R Low temperature switch	1.0
R&R Plumbing cover assembly	.50
R&R Electrical harness (3-pin Weather Pack to 8-pin Weather Pack)	.50
R&R LNG chassis wire harness (for DTNA)	.50
R&R In-shroud standard cover	.50
R&R Economizer Elbow	.50
R&R Knuckle Elbow	.50
R&R ECU	1.5
Economizer Tube Replace (Includes R&R both elbows)	1.0
Test Economizer Regulator	.50
Economizer Regulator Replace (Includes R&R economizer tube and economizer elbow)	1.0
Knuckle 2-psi Check Valve (Includes R&R economizer tube and knuckle elbow)	1.0
Troubleshoot Fuel Gauge Circuit Using Sender Tester	.50
Sender Box Replace (Includes remove old sender, r&r bnc heat shrink, clean tape surface, reinstall new sender and test)	1.0
Check Capacitance at BNC Nipple. (Includes R&R BNC connector and heat shrink)	1.0

More>>

LNG System SRT - Continued	Hours
BNC Nipple Replace (Includes R&R BNC connector, heat shrink and check capacitance)	1.0
BNC Elbow Replace (Includes R&R BNC heat shrink, connector, BNC nipple internal wire connector and heat shrink and check capacitance)	2.00
Excess Flow Valve Replacement	.50
Diagnostic + Administration Time (This line included in all claims)*	.50
Additional Diagnostic Time (Must be approved in advance per each CRN)**	.50

*Dealer has an allowance of one-half hour to troubleshoot

**After one-half hour dealer must call Product Support for a CRN and authorization for one (1) additional hour to troubleshoot

6. Required Training

Training	Required Recommended	Source
Agility Fuel Solutions Service Training	Required	Agility
Minimum one tech per facility with cylinder inspector certification (CNG only)	Recommended	NGVi / CGA
Minimum one technician Cummins Certified ISL-G or ISX-G	Recommended	Cummins

7. Reference

Attachment: “Standard Terms and Conditions and Warranty,” ADF-018, Rev. 1, includes updated warranty information. This document is subject to changes. Refer to the Agility Fuel Solutions website for the latest version.



Standard Terms and Conditions and Warranty

1. TERMS AND CONDITIONS OF SALE

Customer's ("Customer") acceptance of any offer to sell is limited to these terms and conditions. No additional, different, or inconsistent terms and conditions shall become part of the contract between Agility Fuel Solutions, LLC or its applicable subsidiary ("Agility") and Customer unless expressly accepted in writing by Agility. Agility's acceptance of any offer to purchase is expressly conditioned on Customer's acceptance of all terms and conditions as stated herein, including any terms in addition to, or inconsistent with, those contained in Customer's offer. Acceptance of any of Agility's products or services shall in all events constitute such assent. Purchase orders from Customer are only to be used for designating products or services ordered, respective quantities and delivery dates; all other terms therein shall be deemed objected to, rejected by and non-binding on Agility.

2. INVOICING

Upon delivery (as defined below), Agility shall promptly issue to Customer an invoice, dated and numbered, for all products for which such delivery was made or services performed (an "Invoice"). Each Invoice shall include: (1) the applicable purchase order reference number, (2) the Customer's location scheduled to receive the products, (3) the price of such products and/or services, (4) applicable freight costs and (5) applicable taxes, duties and fees (including without limitation any goods and services tax, sales tax, import duty and customs brokerage fees); however, the price stated on the Invoice does not include Federal excise tax unless specifically noted. All prices are in U.S. dollars unless otherwise specified.

3. PAYMENT

Payment shall be made by Customer net 30 days from the date of the Invoice. A service charge of the lesser of 1.5% per month, or the maximum rate permitted by applicable law, will be added to past due amounts. Customer agrees to pay all costs and expenses of Agility associated with collection of any past due amounts, including reasonable attorney's fees. In addition, Agility reserves the right to hold further shipments of products or performance of services until said past due amounts are paid in full to Agility and to seek any other remedies available under law. Payment of an Invoice by Customer shall not be delayed for any reason or contingent upon Customer's receipt of any payment from or action by another party. In the event Customer shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under law related to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, Agility may, at its sole discretion, immediately and without notice terminate its performance under any open Invoices and treat the Customer as in default. Customer hereby grants Agility a purchase money security interest in the products until Agility has been paid in full.

4. CHANGES, RESCHEDULES AND CANCELLATIONS

Customer may request to modify the specifications of products or services purchased herein, to change the original delivery dates or to cancel all or part of an order. No such requested modification or cancellation shall become part of the contract unless accepted by both Customer and Agility in a written amendment to the applicable purchase order. Acceptance of any such request for change of cancellation shall be at Agility's discretion, and shall be upon such terms and conditions as Agility may require, including, without limitation, cancellation fees up to the full price payable by the Customer. Agility may discontinue or change any products or services at any time and its only obligation shall be to deliver the products or services pursuant to accepted purchase orders.

5. SHIPMENT AND DELIVERY

Unless otherwise provided on the face of an Invoice, delivery shall be made by the method preferred by Customer, if indicated and carrier selection will be at Agility's discretion. Packing and packaging will be in accordance with good commercial practice. Any claim that Customer may have against the carrier for goods lost or damaged in shipment will be made directly to the carrier, and Agility shall in no case have any liability to Customer for such loss or damage. Regardless of the method of shipment, title and risk of loss shall pass to Customer upon delivery. As used herein, "delivery" shall mean one of the following: (1) for product purchased without installation or with installation performed at Agility's location, delivery occurs upon acceptance by the common carrier at Agility's shipment location; or (2) for product purchased with installation performed by either the Customer's body or chassis supplier or a third party installer, delivery occurs upon completion of installation. Any delivery dates shown on an Invoice are approximate only and Agility shall have no liability for delays in delivery. Agility may make deliveries up to ten days in advance of scheduled delivery dates. If Customer causes or requests a shipment delay, or if Agility ships or delivers any products erroneously as a result of inaccurate, incomplete or misleading information supplied by Customer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Customer.

6. INSPECTION OF PRODUCTS

Customer shall promptly inspect the product(s) upon arrival at their destination. Claims for omissions or shortages must be reported to Agility in writing within 5 days of receipt of the shipment by Customer or its representative; if such claims are not made within such time period, any claims by Customer for omissions or shortages shall be deemed waived. Customer shall have 5 days following receipt of the shipment by Customer or its representative to inspect the product(s) for damage (other than from shipping), defect or nonconformance. For any damaged, defective or nonconforming products, Agility will repair or replace, at its option and expense, the product(s) proved to be damaged, defective or nonconforming (using new or refurbished parts) within the Warranty Period (as defined below) and under and subject to the conditions of the warranty set forth above, or Agility may choose to refund the net sales price paid by Customer in lieu of such repair or replacement. Products that are returned to Agility shall be shipped at the risk and expense of Customer, freight prepaid. No claims may be made by Customer after expiration of the Warranty Period. Nothing in this Section 6 shall affect or modify the transfer of title and risk of loss to Customer upon delivery in accordance with Section 5.

7. INSTALLATION OF PARTS

Customer, at its sole risk and responsibility, shall assure that parts ordered and delivered hereunder are mounted and installed in accordance with the regulatory standard of record in country of use, current as of the date of installation, Agility's written installation instructions, and any other requirements that may be imposed by local, state, federal or foreign agencies having authority over the installation in question, and that such installation or mounting is nevertheless proper and safe, taking into account any reasonably foreseeable conditions of use. It is the sole responsibility of the Customer to obtain proper training to install parts sold as described within this order. Agility is not responsible for the repaired vehicle or system beyond the original certified configuration of the system as produced by Agility during the original manufacture of the system. Unless Agility otherwise agrees in writing, parts ordered and delivered hereunder are for use only as installed equipment on gaseous fuel vehicles and/or in bulk gas transportation. If Customer elects not to follow the recommendations of Seller with regard to mounting instructions and design and/or fire protection system designs, Customer will proceed at Customer's sole risk and responsibility, with Agility absolved of any and all liability. Customer further agrees not to sell parts obtained hereunder to any third party that will install or resell the parts unless such third party has agreed in writing to be bound by Customer's obligations under this paragraph.

8. PERIODIC CYLINDER INSPECTION

Cylinders delivered hereunder have been designed in accordance with the requirements of ISO 11439:2000. Each cylinder has a limited life as designated by the testing standard against which it is certified. Once installed, cylinders must be inspected for external damage or deterioration at least once every three years by a qualified person in accordance with the exterior inspection procedures set forth in the inspection criteria issued by Agility. Cylinders that have been subjected to the stress of a vehicular accident should be inspected in the same way prior to being returned to service. Cylinders that exhibit damage or deterioration exceeding Agility's recommended limits or that have been subjected to flame or high temperatures associated with a fire or that have exceeded the terms of the service life are to be immediately depressurized and permanently removed from service. Customer agrees that it will inspect all Cylinders it purchases from Agility prior to installation and that it will not sell or install any cylinder that is in a damaged condition. Customer further agrees that it will deliver Agility's product inspection requirements and

service life limitations to the owner of each vehicle in which it installs a cylinder purchased from Agility and that it will not sell any such cylinders for resale to anyone who has not agreed in writing to comply with Customer's obligations under this paragraph.

9. WARRANTY

The following warranty is, to the maximum extent permitted by law, the sole and exclusive warranty and is expressly in lieu of any other warranties, remedies and conditions by operation of law or otherwise, whether oral or written, or expressed or implied, including any implied warranty of merchantability and fitness or fitness for any particular purpose or use. This warranty is made by Agility solely to the original Customer, is not transferable or assignable by the original Customer and is conditional upon proper installation (if applicable), operation and use by Customer. Agility warrants the products to be delivered pursuant to any purchase order between Agility and Customer to be free of defects in design, materials and workmanship under normal use and service. Agility does not warrant that the standards and specifications specified in Agility's quotation are appropriate for Customer's intended use. The warranty period (the "Warranty Period") is:

- (a) In the case of parts, exclusively the lesser of the original manufacturer's warranty or one (1) year from date of delivery date, unless invalidated by considerations set forth in other portions of these Standard Terms and Conditions and Warranty;
- (b) In the case of cylinders, exclusively 180 days from the date of delivery to Customer, Customer will advise Agility in writing of any warranted defects within that period and in any case within 10 days of the date that the defects are discovered; and
- (c) In the case of other products, exclusively the lesser of (i) twelve (12) months from the in-service date of such product, or (ii) 18 months from the delivery date (determined in accordance with Section 5 above), unless invalidated by considerations set forth in other portions of these Standard Terms and Conditions and Warranty.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL AGILITY, INCLUDING ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES OR AFFILIATES, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, EXEMPLARY, COMPENSATORY OR LIQUIDATED DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION COSTS, LOST REVENUES OR LOST PROFITS, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE, TORT LIABILITY, OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DELIVERY, DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, FAILURE, REPAIR OR REPLACEMENT OF ANY PRODUCTS SOLD BY AGILITY OR ANY OTHER CAUSE WHATSOEVER. BY ACCEPTING DELIVERY OF THE PRODUCT(S) SOLD TO CUSTOMER, CUSTOMER HEREBY (1) ACCEPTS THIS LIMITATION OF REMEDIES AS REASONABLE AND ENFORCEABLE AND (2) EXPRESSLY ACKNOWLEDGES AND AGREES THAT AGILITY'S (INCLUDING ITS DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES) AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO, AT AGILITY'S OPTION, THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PRODUCT, OR, IN LIEU OF SUCH REPAIR OR REPLACEMENT AT AGILITY'S OPTION, A REFUND OF THE NET SALES PRICE OF THE APPLICABLE PRODUCT. NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL PRODUCTS AND/OR PARTS PROVIDED BY AGILITY ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

The Warranty Period for parts does not affect Agility's standard warranty with regards to the entire fuel system as long as the Customer has complied with the provisions of Section 7 above.

10. EXCLUSIONS FROM WARRANTY COVERAGE

The Warranty Period does not apply if Customer caused or contributed to the product failure by any of the following: improper handling, use or operation, abuse or misuse, misapplication, negligence, neglect, corrosion, heat, fire, acts of nature, improper maintenance, lack of reasonable and necessary maintenance, or installations, repairs or modifications made or attempted by anyone other than Agility or its authorized service representative (as designated in writing) without proper training, which, in the reasonable judgment of Agility, adversely affect the performance or reliability of the product. In no event shall Agility's responsibility extend to any equipment, apparatus or product that Agility has not manufactured or supplied to Customer. This warranty shall not be enlarged, nor shall any obligation or liability of Agility be created, by Agility providing technical advice, facilities or service in connection with any product. Agility's liability for repair or replacement of any valve or temperature relief device that, within the warranty period, is discovered to have a warranted defect, is limited to the repair or replacement provisions of the warranty extended to Agility by the manufacturer of the device.

The Warranty does not cover the cost of labor, shipping or freight charges, travel time charges, charges for removal of goods from equipment, the charges for reinstallation, or the cost of non-Agility parts. Normal wear and tear to goods and damage due to alteration of the goods not done by Agility are also excluded from this warranty.

Defective product shall not be returned to Agility without Agility's prior written authorization. Unless otherwise authorized in writing by Agility, warranty repairs to any product must be performed by Agility or its authorized service representative (as designated in writing). If Agility authorizes a product to be repaired within the Warranty Period at a location other than the plant of manufacture, or if a product is repaired (with Agility's previous written authorization) locally in lieu of replacement, the warranty is limited to the actual repair cost and shall in no event exceed the net sales price paid by Customer for such product. If a product is repaired locally without Agility's previous written authorization, such product is not covered by the warranty. The warranty claim for a locally repaired part will be valid only when accompanied by a copy of the local repair invoice and prior authorization by Agility. Replacement parts furnished under the terms of the warranty are warranted only for the remainder of the product's original Warranty Period.

CAUTION: Repairs, installation or modifications of any Agility product not performed by Agility or its authorized service representative (as designated in writing) could lead to products being misapplied, misinstalled or misused. Customer must obtain the proper training to install parts on its own as set forth in Section 7.

WARNING: The improper use, installation, inadequate maintenance or care of some products could result in severe burns, asphyxiation, other injuries and even death. Some products contain extremely flammable gases that can be ignited by heat, sparks or flames, and are capable, when mixed with air, of explosion.

11. INDEMNIFICATION

Customer shall indemnify and hold Agility harmless against any and all legal actions, claims, and judgments resulting from property damage, death or personal injury caused, directly or indirectly, from Customer's installation of a damaged product, Customer's alteration of any product or accessory item or Customer's breach of any of its obligations under this Agreement, regardless of whether such actions, claims or judgments are based on causes of action in product liability, strict liability, negligence or warranty. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12. PROPRIETARY

Any copies of or confidential information concerning either party, including such party's products, services, drawings, specifications, processes, and intellectual property, which may be provided to the other party (the "Recipient") as a result of the purchase order between Agility and Customer are proprietary to and remain the exclusive property of such party and may not be used or disclosed by the Recipient without written consent of such party. Customer further agrees not to reverse engineer, disassemble, or decompile any tangible objects of Agility which embody such information. Sale of any product does not include the sale or transfer of any of Agility's intellectual property rights.

13. CONFIDENTIALITY

Agility's quotation (including the price of any product) shall be kept strictly confidential by Customer.

14. ACTS OF GOD

Agility shall not be liable for failure to perform any of Agility's obligations due to circumstances beyond the reasonable control of Agility. This includes, without limitation, accidents, acts of God, strikes or labor disputes, laws or regulations of any government or government agency, fires, floods, military operations, acts of

terrorism, delays or failures in delivery of carriers or suppliers, shortages of materials, or any other cause beyond Agility's control. The occurrence of any contingency beyond Agility's reasonable control shall not constitute cause for cancellation of a purchase order but shall extend Agility's time to perform the required service for a period equal to the duration of such contingency.

15. EXPORT CONTROL LAWS

Customer shall comply with the U.S. Export Administration Act, as amended and the regulations issued thereunder and other U.S. controls or applicable laws of other countries on the export of technology and products.

16. ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any amendments, modifications, and any different terms or conditions expressly accepted by Agility in writing, shall constitute the entire agreement concerning products or services. There are no oral or other representations or agreements.

17. GOVERNING LAW

These Standard Terms and Conditions and Warranty shall be governed by the laws of the State of California without regards to the conflicts of law provisions thereof.

18. ASSIGNMENT

Customer may not assign these Standard Terms and Conditions and Warranty, in whole or in part, without Agility's prior written consent. These Standard Terms and Conditions and Warranty shall be binding upon and insure to the benefit of the parties' respective successors and permitted assigns.

19. ENFORCEABILITY

If any provision of these Standard Terms and Conditions and Warranty is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way and such court will replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the valid or unenforceable provision.

20. THIRD PARTIES

Nothing contained in these Standard Terms and Conditions and Warranty, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies, including the rights of a third-party beneficiary.

21. WAIVER OF RIGHTS

Failure of either party to insist on performance of any provision in these Standard Terms and Conditions and Warranty or any purchase order shall not be construed as a waiver of that provision or a waiver of Agility's or Customer's right to require compliance with such provision in any later instance.

22. UPDATES; APPLICABILITY

These Standard Terms and Conditions and Warranty may be updated from time to time by Agility. Such updated Standard Terms and Conditions and Warranty will be available at <http://www.agilityfuelsolutions.com/terms-and-conditions.html>. The Standard Terms and Conditions and Warranty applicable to the parts purchased by Customer shall be the updated Standard Terms and Conditions applicable on the date of payment by Customer.

[REST OF PAGE INTENTIONALLY LEFT BLANK]