

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 applicable requirements including such regulatory markings displayed on the cylinder product label. 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-conditions-supplier-info/>. 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]