

Orange EV Terminal Truck Solution
Purchase Terms and Conditions

1. These terms and conditions apply to the purchase of Orange EV vehicle(s), chargers and other equipment (collectively, "Equipment") by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.
2. **Vehicles for Remanufacture.** If a remanufacture, the vehicles to be remanufactured must be field approved in writing by Orange EV, delivered by Customer to Orange EV in the same condition as when approved in the field, and a final inspection with written acceptance. Since not all parts of a remanufactured vehicle get utilized in the final build, Customer is responsible for retrieving and/or authorizing disposition of these parts. If the unused parts are not either removed from Orange EV's premises or approved to be scrapped within 30 days of the truck to be remanufactured being delivered to Orange EV, Orange EV will store the parts at a fee of \$100/week. Furthermore, Customer shall hold Orange EV harmless for any loss or damage that occurs to these parts while in storage.
3. **Cost of Transport.** Customer is responsible for cost of transporting Equipment, including vehicles accepted by and being delivered to Orange EV for remanufacture, as well as all finished Equipment, both new and remanufactured.
4. **Work Start.** Work to produce Customer Equipment may commence when Orange EV receives:
 - a. initial payment, generally calculated as the lesser of the net due or half of the quoted solution price before applying incentives, and
 - b. approved Equipment at Orange EV facility (as applicable for remanufactures).

Equipment delivery dates are subject to Orange EV's production schedule and commitment at time of order.

5. **Delivery.** Completed Equipment will be delivered as mutually agreed, subject to:
 - a. A 30-day grace period subject to 15-day notice by Orange EV.
 - b. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
6. **Specification.** Equipment will be manufactured to defined specifications provided with invoice.
7. **Warranty.** The Equipment is warranted according to the terms in Exhibit A. In the event a non-approved charger is utilized on any vehicles purchased under this agreement shall void all warranties contained herein.
8. **Vehicle Charging and Related Electrical Infrastructure.** Orange EV will work with Customer's designated electrician to define site charging and electrical requirements as well as to complete electrical and charging equipment installation in advance of vehicle delivery to site. Actual installation of both electrical infrastructure and charging station will be completed by the Customer's designated electrician. In certain instances, a certification may be required by the local jurisdiction or by Customer's policy to install the equipment. In this event, Customer will be invoiced for Orange EV to engage a 3rd party to perform a site certification. This activity will be billed at a rate of \$5,500 per site for enhanced cabinets and \$10,000 per site for fast charge cabinets.
9. **Title.** If not already held by Customer, transfer of vehicle ownership occurs upon notice to customer of completion, typically as evidenced by issuance to customer of remaining amounts due. Customer shall be responsible for any damage, not cause by the negligent or intentional act of Orange EV, which occurs to vehicle while in Orange EV's possession.
10. **Regulations.** Customer is responsible for compliance with applicable laws, rules and regulations related to Equipment ownership and operation.

11. **Insurance.** Customer shall maintain General Liability insurance naming OEV as an additional insured and such insurance shall be in an amount not less than \$2,000,000.00 on a per occurrence basis; shall maintain, at least, the statutory minimum required Worker's Compensation coverage; and shall maintain reasonable levels of EPL coverage.
12. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. For the purpose of this section, confidential information shall include a party's product designs, non-public business/marketing activities and other information that a party designates as confidential. Furthermore, all data compiled from the truck telematics system shall remain Orange EV's confidential information, and Orange EV at its discretion to provide usage reports detailing information that Orange EV, in its sole discretion, chooses to provide to Customer.
13. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the Equipment purchased under this Agreement. Nor shall Customer permit another party access to the Equipment Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property. In addition, Customer provides Orange EV a license to use its name and/or logo for marketing purposes, but only to the extent that the name and/or logo is used to refer to Customer as a purchaser/user or customer of/for the Equipment.
14. **Taxes.** Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
15. **Late Payment.** Payment is due as specified on the invoice. If unpaid after 10 business days from delivery date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate of the unpaid balance, compounded daily.
16. **Governing Law.** This agreement and all activities undertaken pursuant to it shall be governed by the laws of the State of Kansas without regard to Kansas choice of law or conflict of laws provisions. Furthermore, the parties hereby consent to and waive any challenge to venue or jurisdiction of the Kansas State Court located in Wyandotte County KS.

IN WITNESS WHEREOF *The Parties have affixed their signatures by a duly authorized officer*
effective _____

Date

Orange EV LLC:

Customer:

Print Name of Authorized Signor

Print Name of Authorized Signor

Signature

Signature

Exhibit A

Orange EV

Standard Warranty Terms and Conditions For Chargers, 100 kWh/180 kWh e-TRIEVER and 243kWh HUSK-e Terminal Tractors

Orange EV provides warranty on items listed on the Truck Warranty Table(s) and the Charger Warranty Table (collectively, "Warranty Table"). The following terms and conditions and Warranty Table is the sole and exclusive warranty that Orange EV provides for its trucks (100 kWh and 180 kWh e-TRIEVER and the 243 kWh Husk-e battery packs) and chargers. In addition to the warranties provided on the Warranty Table, Orange EV warrants to Customer (but not to any subsequent owner or any other third party) as follows:

(a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.

(b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects, provided that the product is:

- (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual.
- (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
- (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
- (iv) normal wear and tear excepted.

(c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEY'S FEES AND OTHER RELATED COSTS) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. THE PARTY'S HEREBY EXPRESSLY WAIVES ANY IMMUNITIES OR LIMITATIONS AFFORDED TO THE OTHER PARTY PURSUANT TO ANY WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, TO THE EXTENT ANY OF THE SAME WOULD LIMIT OR OTHERWISE ADVERSELY IMPACT THE INDEMNIFIED PARTY'S INDEMNIFICATION RIGHTS HEREUNDER

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT

(e) Customer's sole remedies for Orange EV's breach of any warranty will be limited to the warranty services herein.

(f) Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination, by Orange EV in its reasonable discretion, that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV warranty obligations for that product. **If traction battery boxes or the Equipment control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with**

customer. However, if the event can be reasonably proven by customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.

(g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.

(h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

(i) In the event customer transfers a Equipment to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the Equipment is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect, but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.

(j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.

(k) Customer will notify Orange EV within sixty (60) days of identification of a warranty issue and in no case will Orange EV be responsible for claims made more than sixty (60) days after the end of the applicable warranty period.

(l) Remanufactured Equipment: The parts of a remanufactured Equipment not provided by Orange EV, e.g. cylinders, fifth wheel, frame etc. ("Reman Parts") are not subject to Orange EV warranty provisions as detailed in this Agreement, as Reman Parts are used parts and subject to a decreased lifespan due previous usage. However, Orange EV will inspect Reman Parts to ensure that they are in working order upon leaving Orange EV's factory. Orange EV will certify Reman Parts for 30 days from date of delivery. Any Reman Part(s) that fails during this 30-day period Orange EV will repair or replace, free of charge; however, Orange EV, upon request, will quote replacement prices for any Reman Parts that need replaced after the 30 days has elapsed.

(m) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:

- (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
- (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

Truck Warranty Table

HUSK-e

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Truck Warranty Table e-TRIEVER

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:	Labor Cost Paid By:	Replacement Parts Paid By:
Traction Motor (parts)	Orange EV	220,000 kWh ¹ , or 396,000 kWh ¹	90 months	N/A	N/A	Orange EV
Traction Motor (labor)	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	N/A
Equipment Control Box and internal components	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Traction Battery Boxes and internal components (excl. batteries)	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Electrical cabling and Wire Harnesses	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Hydraulic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Pneumatic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Display	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Frame	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Traction Batteries ⁴	Manufacturer	220,000 kWh ¹ or 396,000 kWh ¹	90 months ²	Orange EV	Manufacturer	Manufacturer
Air Conditioning	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Auto Lube System	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Front Axle	Manufacturer	unlimited	18 mos.	Orange EV	Manufacturer	Manufacturer
Rear Axle	Manufacturer	Fuwa - Unlimited	18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Tires (excluding normal wear and tear)	Manufacturer	unlimited	2 years	Orange EV	Manufacturer	Manufacturer
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A	N/A	N/A
All other Items ⁴	3,000 hrs. or 1 year as follows:					
	First 1,500 hours or before 1 year			Orange EV	Orange EV	Orange EV
	Second 1,500 hours or after 1 year			Customer or Orange EV	Customer	Orange EV

The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first

1- 220,000 kWh on the standard duty (100 kWh) battery pack and 396,000 kWh on the extended duty (180 kWh) battery pack

2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly

3- Year three is parts only

4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 100kWh or 180kWh nominal capacity. This warranty will be void if the SOC charge ever drops to zero or near zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved charging equipment.

Charger Warranty Table

	Warranty Years	Work Performed by:	Labor Costs Paid By:	Replacement Parts Paid By:
All Orange EV Chargers ¹	3 years as follows:			
	Through Year 2	Orange EV	Orange EV	Orange EV
	During year 3	Orange EV	Customer	Orange EV
1- Failure to correctly install (per cut sheet), any repair attempts by parties other than Orange EV or its representative (authorized in writing), failure to change filters (per recommended guidelines) and/or physical damage of any kind shall result in all Charger warranties being void and of no effect				