



# 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 Hexagon Purus Systems USA LLC ("Hexagon Purus") and Customer unless expressly accepted in writing by Hexagon Purus. Hexagon Purus' 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 Hexagon Purus' 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 Hexagon Purus.

## 2. INVOICING

Upon delivery (as defined below), Hexagon Purus 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 Hexagon Purus associated with collection of any past due amounts, including reasonable attorney's fees. In addition, Hexagon Purus reserves the right to hold further shipments of products or performance of services until said past due amounts are paid in full to Hexagon Purus 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, Hexagon Purus 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 Hexagon Purus a purchase money security interest in the products until Hexagon Purus 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 Hexagon Purus in a written amendment to the applicable purchase order. Acceptance of any such request for change of cancellation shall be at Hexagon Purus' discretion, and shall be upon such terms and conditions as Hexagon Purus may require, including, without limitation, cancellation fees up to the full price payable by the Customer. Hexagon Purus 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 Hexagon Purus' 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 Hexagon Purus 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 Hexagon Purus' location, delivery occurs upon acceptance by the common carrier at Hexagon Purus' 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 Hexagon Purus shall have no liability for delays in delivery. Hexagon Purus may make deliveries up to ten days in advance of scheduled delivery dates. If Customer causes or requests a shipment delay, or if Hexagon Purus 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 Hexagon Purus 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, Hexagon Purus 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 Hexagon Purus may choose to refund the net sales price paid by Customer in lieu of such repair or replacement. Products that are returned to Hexagon Purus 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, Hexagon Purus' 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, Hexagon Purus is not responsible for the repaired vehicle or system beyond the original certified configuration of the system as produced by Hexagon Purus during the original manufacture of the system. Unless Hexagon Purus 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 Hexagon Purus 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 Hexagon Purus. 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 Hexagon Purus' 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 Hexagon Purus 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 Hexagon Purus' product inspection requirements and service life limitations to the owner of each vehicle in which it installs a cylinder purchased from Hexagon Purus 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 Hexagon Purus 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. Hexagon Purus warrants the products to be delivered pursuant to any purchase order between Hexagon Purus and Customer to be free of defects in design, materials and workmanship under normal use and service. Hexagon Purus does not warrant that the standards and specifications specified in Hexagon Purus' 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 Hexagon Purus 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 HEXAGON PURUS, 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 REVENUESOR 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 HEXAGON PURUS 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 HEXAGON PURUS' (INCLUDING ITS DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES) AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO, AT HEXAGON PURUS' OPTION, THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PRODUCT, OR, IN LIEU OF SUCH REPAIR OR REPLACEMENT AT HEXAGON PURUS' 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 HEXAGON PURUS ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

The Warranty Period for parts does not affect Hexagon Purus' 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 Hexagon Purus or its authorized service representative (as designated in writing) without proper training, which, in the reasonable judgment of Hexagon Purus, adversely affect the performance or reliability of the product. In no event shall Hexagon Purus' responsibility extend to any equipment, apparatus or product that Hexagon Purus has not manufactured or supplied to Customer. This warranty shall not be enlarged, nor shall any obligation or liability of Hexagon Purus be created, by Hexagon Purus providing technical advice, facilities or service in connection with any product. Hexagon Purus' 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 Hexagon Purus 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-Hexagon Purus parts. Normal wear and tear to goods and damage due to alteration of the goods not done by Hexagon Purus are also excluded from this warranty.

Defective product shall not be returned to Hexagon Purus without Hexagon Purus' prior written authorization. Unless otherwise authorized in writing by Hexagon Purus, warranty repairs to any product must be performed by Hexagon Purus or its authorized service representative (as designated in writing). If Hexagon Purus 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 Hexagon Purus' 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 Hexagon Purus' 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 Hexagon Purus. 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 Hexagon Purus product not performed by Hexagon Purus 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 Hexagon Purus 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 Hexagon Purus 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 Hexagon Purus which embody such information. Sale of any product does not include the sale or transfer of any of Hexagon Purus' intellectual property rights.

## 13. CONFIDENTIALITY

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

## 14. ACTS OF GOD

Hexagon Purus shall not be liable for failure to perform any of Hexagon Purus' obligations due to circumstances beyond the reasonable control of Hexagon Purus. 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 Hexagon Purus' control. The occurrence of any contingency beyond Hexagon Purus' reasonable control shall not constitute cause for cancellation of a purchase order but shall

extend Hexagon Purus' time to perform the required service for a period equal to the duration of such contingency.

#### **15. EXPORT CONTROL LAWS**

Customer shall comply with U.S. export control laws and regulations, including, but not limited to, the Export Administration Regulation ("EAR"), the International Traffic in Arms Regulations ("ITAR") and the Embargo and Sanction Regulations administered by the U.S. Department of the Treasury, Office of Foreign Assets Controls ("OFAC"), the restrictions and controls issued by the U.S. Department of Energy, the U.S. Nuclear Energy Regulatory Commission, and possibly other U.S. government entities. Specifically, Customer certifies that: (1) it shall not, and to the best of its knowledge the end-users will not, directly or indirectly, export, re-export, transmit or cause to be exported, re-exported or transmitted any product, commodities, accompanying software, and/or technical data (collectively referred to as "Restricted Items") that it has requested, purchased or intend to purchase from Agility to any country, individual, corporation, organization, or entity to which such export, re-export or transmission is restricted or prohibited; (2) the export-controlled items will be used for civil end use and will not be used in any military end use application; (3) it shall not, and to the best of its knowledge the end-users will not, use Agility products for any nuclear, biological or chemical weapons, military application or military end-use, missile systems or manned or unmanned aerial systems that deliver them; for the design, development, production, testing, stockpiling or use of any weapons of mass destruction; or for any other use that the U.S. government prohibits; and (4) it will immediately notify Agility if it is investigated by the U.S. Government, or becomes, listed in any Restricted Parties List, or if its export privileges are otherwise denied, suspended or revoked, in whole or in part, by any U.S. Government entity or agency. Customer acknowledges it is its responsibility to obtain any license for export or re-export of export-controlled Items, or to transmit information regarding Restricted Items, as may be required by U.S. export regulations and laws and it will indemnify and hold Agility harmless for all damages, costs, fines, penalties, attorney fees, and all other expenses arising from a U.S. Government claim or demand that it failed to comply with stated statutes and regulations.

#### **16. SECURITIES LAWS**

Customer acknowledges that Hexagon Composites ASA, a Norwegian corporation and the ultimate parent company of Hexagon Agility, is publicly traded on the Oslo Stock Exchange. Customer shall not trade on inside information relative to such stock and shall be subject to the securities laws of Norway and other relevant countries and the rules of the applicable stock exchange regarding trading in Hexagon Composites ASA stock. Customer agrees that Hexagon Agility may disclose details regarding this transaction to comply with applicable stock exchange rules/regulations.

#### **17. ENTIRE AGREEMENT**

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

#### **18. 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.

#### **19. ASSIGNMENT**

Customer may not assign these Standard Terms and Conditions and Warranty, in whole or in part, without Hexagon Purus' 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.

#### **20. 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.

#### **21. 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.

#### **22. 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 Hexagon Purus' or Customer's right to require compliance with such provision in any later instance.

#### **23. UPDATES; APPLICABILITY**

These Standard Terms and Conditions and Warranty may be updated from time to time by Hexagon Purus. Such updated Standard Term and Conditions will be available at <https://hexagonpurus.com/terms-and-conditions-and-supplier-information>. 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.

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