



ENDERA TERMS AND CONDITIONS OF SALE

This Sales Agreement ("Agreement") shall become binding upon execution by Endera and Customer. This Agreement executed by Endera and Customer set forth the complete and exclusive statement of the terms of the agreement for the purchase of the vehicle(s) and notwithstanding any terms advanced by Customer and/or Endera in any other document or format.

1. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 1.5% per month, plus reasonable attorney's fees and collection costs. If acceptance of delivery is delayed by Customer, payment shall become due on the date when Endera is prepared to deliver. If the financial condition of Customer at any time does not, in the judgment of Endera, justify continuance of the work to be performed by Endera hereunder on the terms of payment as agreed upon, Endera may suspend such work, or postpone delivery, and require such assurances of Customer's performance as Endera deems adequate, including payment in advance, or Endera may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Customer, voluntary or involuntary, Endera shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

2. CANCELLATION. Customer agrees that all sales are final and non-cancellable, unless otherwise stated herein in this Agreement.

3. SALES AND OTHER TAXES. Unless otherwise specified herein, Endera's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the vehicle(s) purchased hereunder shall be paid by Customer, or in lieu thereof, Customer shall provide Endera with a tax exemption certificate acceptable to the taxing authorities. Customer agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Customer's responsibility and further agrees to promptly pay any such taxes.

4. DELIVERY. All vehicles furnished hereunder shall be delivered to Customer at _____ on or before _____ [date]. Unless otherwise provided, delivery will be made via carriers and routes designated by Endera and/or Endera's Dealer, representative or affiliate with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Customer. Endera shall not be liable for delays in delivery or manufacturing, or other causes beyond Endera's control. Title to and risk of loss will pass to the Customer upon delivery to Customer and inspection (at delivery) and acceptance of the vehicles in writing. Acceptance will be provided by Customer to Endera and/or Endera's Dealer, representative or affiliate upon completion of inspection.

5. TECHNICAL CHANGES. Customer acknowledges that Endera reserves the right to change the specifications of the vehicles at any time without obligation to make such changes in other vehicles previously delivered to Customer. In addition, Endera reserves the right to make design changes and substitution of materials subsequent to the receipt of the order which, in Endera's determination are necessary to improve the vehicle. Customer agrees to accept any such changes as fulfillment of Endera's obligations under this order.

6. REQUIRED EQUIPMENT. This Agreement shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other

regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Customer.

7. TITLE AND REMEDIES. Until full payment is made by Customer of all amounts due hereunder, Endera reserves the title to all vehicle(s) furnished hereunder. If Customer defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Endera, voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the vehicle(s) delivered hereunder, Endera may treat all amounts then or thereafter owing hereunder by Customer as immediately due and payable (subject only to credits required by law) and Endera may repossess said vehicle(s) by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Customer shall execute and deliver to Endera such financing statements and other documents, as Endera may deem appropriate to evidence, perfect, and protect the priority of its security interest in the vehicle(s) subject to this order.

8. CARB DISCLOSURE FOR CALIFORNIA SALES. Pursuant to the disclosure requirements of the California Air Resources Board ("CARB") Zero-Emission Bus Voucher Incentive Project ("HVIP") voucher program, during the Initial Term, Customer must comply with the requirements: (i) Customer agrees to all provisions within the HVIP and Low NOx Engine Incentives administered through the HVIP Implementation Manual; (ii) Customer agrees to register Vehicle in California with the Department of Motor Vehicles ("DMV")(military vehicles are not subject to this requirement); (iii) Customer agrees to allow CARB, CALSTART, or their designee to verify Vehicle registration with the DMV; (iv) Customer agrees to maintain vehicle insurance as required by law; (v) Customer agrees to never modify the Vehicle's control system, engine, or engine software calibrations; (vi) Customer agrees to ensure plug-in Vehicles purchased with an HVIP voucher, including plug-in hybrid vehicles, plug-in electric vehicles, and aerial boom vehicles with zero emission power take-off, will be plugged in regularly as recommended by the Vehicle manufacturer to ensure battery durability, efficiency, and reliability; (vii) Customer understands that Customer must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations; (viii) Customer agrees to lease and operate this Vehicle 100 percent in California for a minimum of three years from the date of lease unless: a) the Vehicle is an emergency response vehicle which may be deployed out of state, or b) the Vehicle address identified in this form is in a county which borders Arizona, Nevada, Oregon or Mexico. In these two cases only, the Vehicle may operate outside of California for up to 25 percent of its mileage if a written request to do so is included with the voucher request form and the request is approved by CARB, CALSTART, or their designee. Military vehicles are not subject to this requirement. (ix) Vehicle is considered a zero-emission vehicle and may qualify for a voucher per Vehicle subject to the HVIP voucher program and CARB's sole approval. (x) Customer agrees to provide all documentation requested by Endera and/or CARB to facilitate voucher redemption approval and to comply with all requirements of the HVIP voucher program. Customer understands that voucher requests are approved in CARB's sole discretion. Endera makes no warranty or guarantee that the Vehicles will qualify for CARB vouchers. Customer understands and agrees that Vehicle Purchase Price may be subject to increase in the event that a voucher is not approved under the HVIP voucher program or in the event of voucher cancellation by CARB; (xi) Customer agrees to keep written records of the Vehicle for minimum three years after the Commencement date and provide Endera, CARB or CARB's designee with these records within ten days of their request. These records include but are not limited to the Vehicle invoice, proof of Purchase, DMV records, Vehicle payment information and related bank records, and Customer fleet information; (xii) Customer agrees that the Vehicle and emission reductions it generates shall not be used as marketable emission reduction credits, to offset any emission reduction obligation of any person or entity; (xiii) Customer agrees to complete the annual usage survey and questionnaire for three years, as requested by CARB (compliance services by Endera included); (xiv) Customer agrees to the Endera's Terms and Conditions for usage of the Vehicle's telematics device. Additionally, Customer agrees to allow Endera to have access to the Vehicle's location and on/off data, so Endera can report to CARB, CALSTART, or their designee the aggregated vehicle operation within disadvantaged communities and zip codes containing disadvantaged communities. Military Vehicles are exempt from this requirement; (xiv) Customer agrees to be available for a follow-up inspection by CARB, CALSTART, or their designee, if requested; the information provided in this application is true and all

supporting documentation is true and correct and meet the minimum requirements of HVIP; (xv) Customer agrees that failure to comply with the terms set forth in this Section 8 may result in repayment to CARB of voucher funds received and increase of the Purchase Price pursuant to this Agreement; and (xvi) Customer understands that CARB reserves all rights and remedies available under the law to enforce compliance with the HVIP voucher program.

9. WARRANTY & LIMITATION OF LIABILITY. Each vehicle comes with a limited express warranty and limitation of liability as described in Endera's Warranty Statement attached hereto.

10. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Endera hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

10. INDEMNIFICATION. Endera shall hold harmless, defend and indemnify Customer and its respective officers, directors, employees agents, representatives, successors, assigns and affiliate entities (the "Indemnified Parties") from and against any and all losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages ("Losses") incurred by or asserted against any one of the Indemnified Parties by reason of Seller's breach of the Agreement or this addendum or by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of Endera, its employees, agents or subcontractors. Endera's indemnification hereunder shall also include Losses in connection with any lien claim or any claim for infringement or misappropriation of any intellectual property right.

11. DISPUTES. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by JAMS Worldwide in accordance with its Streamlined Arbitration Rules and Procedures. The place of arbitration shall be Los Angeles, California, USA, and the language of the arbitration shall be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree that any Party may also petition the court for injunctive relief where either party alleges or claims a violation of regarding intellectual property or confidential information. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without regard to the conflict of laws provisions thereof. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

12. MAINTENANCE OF CONFIDENTIALITY. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and, prior to any disclosure of the other party's Confidential Information to its employees, will have the employees sign a non-use and nondisclosure agreement that is substantially similar in content to this Agreement. Neither party will make any copies of the other party's

Confidential Information unless approved in writing by the other party. Each party will reproduce the other party's proprietary rights notices on any approved copies.

13. GENERAL. a. Customer may not assign this Agreement without the prior written consent of Endera. Endera or its affiliates may perform the obligations under this Agreement. This Agreement is binding on Endera's successors and assigns. b. This Agreement can only be modified in writing if signed by authorized representatives of both Endera and Customer. c. Endera and Customer are independent contractors and agree that this Agreement does not establish a joint venture or partnership. d. Any failure by Endera to object to any document, communication or act of Customer will not be deemed a waiver of any of these terms and conditions. e. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions. f. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses. g. Customer and Endera will comply with applicable laws and regulations. h. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Endera.

This Agreement shall constitute the entire agreement between Customer and Endera, and no understandings or obligations not expressly set forth herein are binding upon Customer or Endera.

UNLESS MODIFIED IN WRITING OR SIGNED BY BOTH PARTIES, THIS AGREEMENT IS UNDERSTOOD TO BE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES (INCLUDING WITHOUT LIMITATION ANY TERMS AND CONDITION SET FORTH IN ENDERA'S WARRANTY STATEMENT) RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. NO EMPLOYEE OF ENDERA OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THOSE MADE IN THIS AGREEMENT

