



Optimum Composite Technologies, LLC

Standard Terms and Conditions and Warranty

1. TERMS AND CONDITIONS OF SALE

The Customer's ("Customer") acceptance of any offer to sell is subject to these terms and conditions. The contract shall not include any extra, varied, or inconsistent terms and conditions unless otherwise agreed in writing by Optimum CT. Acceptance of an offer to purchase by Optimum CT is conditional on the Customer accepting all stated terms and conditions, including any additional or contradictory terms with their offer. Accepting any of Optimum CT's products or services indicates assent. Customer purchase orders should only specify the products or services bought, quantities, and delivery dates. Any further terms are not binding on Optimum CT and will be denied.

2. INVOICING

Optimum CT will provide Customer with a dated and numbered invoice for any products delivered or services provided (the "Invoice"). Invoices must include the purchase order reference number, customer location, product/service price, freight costs, and applicable taxes, duties, and fees (e.g., goods and services tax, sales tax, import duty, and customs brokerage fees). Federal excise tax is not included unless stated otherwise. Unless otherwise noted, all prices are in United States dollars.

3. PAYMENT

Customer shall pay according to the agreed-upon terms. Past-due balances will incur a service charge of either 1.5% per month or the maximum rate allowed by law.

Customer agrees to pay Optimum CT's collection costs and expenses, including reasonable attorney's fees, for any past due amounts. Optimum CT maintains the right to halt product shipments or services until past-due sums are paid in full, and may pursue additional legal actions. Customer must pay their invoices on time, regardless of any delays caused by other parties' payments or actions. Optimum CT may, at its sole discretion, immediately and without notice terminate its performance under any open invoices and treat the Customer as in default in the event that the Customer becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed a petition of bankruptcy or for reorganisation against it, or pursues any other legal remedy related to the relief of debtors.

By accepting this agreement, the Customer gives Optimum CT a security interest in the products for purchase money, up until the point of final payment.



Optimum Composite Technologies, LLC

4. CHANGES, RESCHEDULES AND CANCELLATIONS

The Customer may ask to revise the original delivery dates, the specifications of the goods or services they have ordered, or to cancel all or part of an order. Unless both Customer and Optimum CT agree in a written amendment to the relevant purchase order, no such requested change or cancellation will become a part of the contract. Acceptance of any such request for a change or cancellation will be at the sole discretion of Optimum CT and will be subject to any requirements that it may have, including, but not limited to, cancellation fees equal to the full amount that the Customer must pay. Optimum CT's sole responsibility is to fulfil purchase orders that have been approved, and it is free to alter or cancel any items or services at any time.

5. SHIPMENT AND DELIVERY

Delivery will take place via the Customer's selected method, if specified, unless otherwise stated on the invoice face. Optimum CT will choose the carrier. Good business practices shall be followed when packing and packaging. Optimum CT will never be liable to the Customer for loss or damage resulting from products lost or damaged during shipment; any claim the Customer may have against the carrier for such items will be addressed solely to the carrier. At the time of delivery, title and risk of loss pass to the Customer regardless of the shipping method. Any delivery dates shown on an invoice are merely estimates, and Optimum CT disclaims all responsibility for any delivery delays. Up to ten days before the planned delivery date, Optimum CT may make deliveries. Storage and all other additional costs and risks shall be borne exclusively by Customer in the event that Customer requests or causes a shipment delay, or if Optimum CT ships or delivers any products incorrectly due to incomplete, inaccurate, or misleading information supplied by Customer, its agents, or employees.

6. INSPECTION OF PRODUCTS

As soon as the Customer arrives at their destination, they must inspect the goods or products. Any claims made by the Customer or its agent about shortages or omissions must be submitted in writing to Optimum CT within five days of the shipment's delivery; if the claims are not submitted within that time frame, the Customer's claims will be considered waived. After the Customer or its representative receives the shipment, the Customer has five days to check the product(s) for defects, nonconformance, or damage other than shipping-related ones. If a product proves to be damaged, defective, or nonconforming, Optimum CT will repair or replace it at its discretion and expense (using new or refurbished parts) within the Warranty Period (as defined below) and under the terms and conditions of the above-mentioned warranty. Alternatively, Optimum CT may elect to return the net sales price paid by the Customer in lieu of the repair or replacement.

Returned products to Optimum CT must be transported at the Customer's risk and expense, with freight paid.



Optimum Composite Technologies, LLC

Following the Warranty Period's expiration, the Customer may not file any claims. Nothing in this Section 6 will change or impact the Section 5 transfer of title and risk of loss to the Customer upon delivery.

7. INSTALLATION OF PARTS

Customer will, at its own risk and expense, ensure that the parts ordered and delivered hereunder are mounted and installed in compliance with the current regulatory standard of record in the country of use as of the installation date, as well as any additional requirements that may be imposed by local, state, federal, or foreign agencies having authority over the installation in question. The Customer also ensures that such mounting or installation is safe and proper while taking into account any reasonably foreseeable conditions of use. The onus of obtaining appropriate training to install items sold in accordance with the specifications specified in this order rests solely on the Customer. Beyond the original certified configuration of the system as produced by Optimum CT during the original manufacture of the system, Optimum CT shall not be liable for the repaired vehicle or system. Parts ordered and provided under this agreement are solely intended for installation as equipment on gaseous fuel vehicles and/or bulk gas transportation, unless otherwise agreed in writing by Optimum CT. In the event that the Customer chooses not to heed the seller's suggestions regarding mounting instructions, designs, and/or fire prevention system designs, Optimum CT shall be released from all liability and the Customer will proceed at the Customer's own risk. In addition, the Customer promises not to sell any parts acquired under this agreement to a third party for installation or resale unless the third party has expressly agreed in writing to be bound by the terms of this paragraph.

8. PERIODIC CYLINDER INSPECTION

The cylinders that are being delivered have been engineered to comply with relevant regulations, which include the regulatory markings that are visible on the cylinder product label. The testing standard that each cylinder is certified against specifies its restricted life. After installation, cylinders must be checked by a certified individual for external damage or degradation at least once every three years, using the exterior inspection protocols specified in the inspection criteria provided by Optimum CT. 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 with damage or deterioration that exceed Optimum CT's suggested limits, have been exposed to flames or high temperatures, or have past their service life should be depressurized and removed from service promptly. The Customer commits to inspect all cylinders purchased from Optimum CT before installation and will not sell or install faulty cylinders. Customer further agrees that it will deliver Optimum CT'S product inspection requirements and service life limitations to the owner of each vehicle in which it installs a cylinder purchased from Optimum CT 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.



Optimum Composite Technologies, LLC

9. WARRANTY

This warranty is the sole and exclusive warranty, and it supersedes all other warranties, remedies, and conditions, whether oral or written, expressed or implied, including implied warranties of merchantability and fitness for a specific purpose or use. Optimum CT's warranty is only valid for the original Customer and cannot be transferred or assigned. It also requires appropriate installation, operation, and use by the Customer. Optimum CT guarantees that products delivered under a purchase order are free of faults in design, materials, and workmanship throughout regular use and service. Optimum CT does not guarantee that the standards and specifications described in its quotation are suitable for the Customer's intended application.

The specified time frame for the warranty, referred to as the "Warranty Period," is as follows:

- (a) for parts, it is the lesser of the original manufacturer's warranty or one (1) year from the date of delivery, unless otherwise specified in these Standard Terms and Conditions and Warranty;
- (b) for cylinders, it is exclusively 180 days from the date of delivery to the Customer. During this time, the Customer must notify Optimum CT in writing of any warranted defects, and in any case, within 10 days of the date the defects are discovered.
- (c) For other products, only the lesser of (i) twelve (12) months from the product's in-service date or (ii) eighteen (18) months from the delivery date (as specified in Section 5 above), unless the foregoing is nullified by factors mentioned in other sections of these Standard Terms and Conditions and Warranty.

THESE ARE THE ONLY REMEDIES AVAILABLE. OPTIMUM CT SHALL NOT, UNDER ANY CIRCUMSTANCES, AND IN ANY EVENT, BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR 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 ON STRICT LIABILITY, CONTRACT, TORT LIABILITY, OR ANY OTHER CAUSE OF ACTION.

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT OPTIMUM CT'S (INCLUDING ITS DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES) AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO, AT OPTIMUM CT'S OPTION, THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PRODUCT, OR, IN LIEU OF SUCH REPAIR OR REPLACEMENT AT OPTIMUM CT'S OPTION, A REFUND OF THE APPLICABLE PRODUCT'S NET SALES PRICE. CUSTOMER AGREES TO THIS LIMITATION OF REMEDIES AND ACCEPTS IT BY ACCEPTING DELIVERY OF THE PRODUCT(S) SOLD TO IT. NO EXTRA MONEY WILL BE GIVEN FOR



Optimum Composite Technologies, LLC

LABOUR, MATERIALS, OR OTHER COSTS ASSOCIATED WITH FIXING OR REPLACING DEFECTIVE GOODS OR WORKMANSHIP OR ANY RESULTING DAMAGE. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS AND/OR PARTS SUPPLIED BY OPTIMUM CT ARE PROVIDED "AS IS", "WHERE IS" AND "WITH ALL FAULTS".

The warranty period for parts does not affect Optimum CT's standard warranty for the entire fuel system, provided the Customer follows Section 7 above.

10. EXCLUSIONS FROM WARRANTY COVERAGE

The following circumstances will not be covered by the Warranty Period: improper handling, use or operation; abuse or misuse; misapplication; negligence; corrosion; heat; fire; acts of nature; improper maintenance; lack of reasonable and necessary maintenance, installations, repairs or modifications made or attempted by anyone other than Optimum CT or its authorised service representative (as designated in writing) without proper training, which, in Optimum CT's reasonable judgement, adversely affect the product's performance or reliability. Optimum CT shall not in any case be liable for any machinery, apparatus, or product that it has not produced or supplied to the Customer. By offering technical guidance, facilities, or services in relation to any product, Optimum CT does not increase the scope of this warranty or create any obligation or liability on its part. If a valve or temperature relief device is found to have a warranted defect during the warranty period, Optimum CT's liability for repair or replacement is restricted to the repair or replacement provisions of the warranty that the device's manufacturer extended to Optimum CT.

The cost of labour, shipping or freight, travel time, charges for removing items from equipment, charges for reinstalling, and the cost of non-Optimum CT parts are not covered by the warranty. This warranty does not cover damage resulting from alterations made to the goods that were not done by Optimum CT or normal wear and tear.

Defective products shall not be returned to Optimum CT without Optimum CT's prior written authorization. Warranty repairs on products must be performed by Optimum CT or its authorised service representative, unless otherwise authorised in writing. If Optimum CT authorises a product to be repaired at a location other than the plant of manufacture during the Warranty Period, or if a product is repaired locally with prior written authorization, the warranty is limited to the actual repair cost and cannot exceed the net sales price paid by the Customer for the product.

If a product is repaired locally without prior written authorization from Optimum CT, it will not be covered under warranty. Warranty claims for locally repaired parts are only valid with a copy of the repair invoice and prior authorization from Optimum CT.

Replacement parts provided under warranty are only covered for the remainder of the product's original warranty period.



Optimum Composite Technologies, LLC

CAUTION: Repairs, installation or modifications of any Optimum CT product not performed by Optimum CT or its authorized service representative (as designated in writing) could lead to products being misapplied, mis-installed 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

Regardless of whether such actions, claims, or judgements are based on causes of action in product liability, strict liability, negligence, or warranty, Customer shall indemnify and hold Optimum CT harmless against any and all legal actions, claims, and judgements 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. The party experiencing the difficulty must promptly and fully notify the other party in writing of the cause they are relying upon, as a condition of the claim of nonliability. The amount of time lost as a result of any delay will be added to the dates by which performance obligations are expected to be fulfilled.

12. PROPRIETARY

Any copies of or confidential information about either party that may be given to the other party (the "Recipient") as a result of the purchase order between Optimum CT and Customer are proprietary to and remain the exclusive property of such party, and the Recipient is not permitted to use or disclose such information without the written consent of such party. This includes drawings, specifications, processes, and intellectual property. The Customer additionally consents to refrain from reverse engineering, disassembling, or decompiling any physical objects of Optimum CT that contain such data. Any intellectual property owned by Optimum CT is not sold or transferred in connection with the sale of any product.

13. CONFIDENTIALITY

The Customer is required to maintain the strict confidentiality of Optimum CT's quotation, including any product prices.



Optimum Composite Technologies, LLC

14. ACTS OF GOD

Optimum CT is not liable for failure to fulfil its obligations due to circumstances beyond its reasonable control. Optimum CT is not responsible for accidents, acts of God, labour disputes, government regulations, fires, floods, military operations, terrorism, carrier or supplier delays or failures, material shortages, or any other uncontrollable circumstances. Optimum CT will not cancel a purchase order if a contingency beyond their reasonable control occurs. However, they will extend their time to perform the required service for the same duration.

15. EXPORT CONTROL LAWS

Customer must follow U.S. export control laws and regulations, such as the Export Administration Regulation ("EAR"), International Traffic in Arms Regulations ("ITAR"), and Embargo and Sanction Regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Controls ("OFAC"), as well as restrictions and controls issued by the U.S. Department of Energy and the Nuclear Energy Regulatory Commission.

In particular, the Customer certifies that: (1) it will not, and shall not, to the best of its knowledge, 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 plans to purchase from Optimum CT to any nation, individual, corporation, organisation, or entity to which such export, re-export, or transmission is restricted or prohibited; (2) it shall not use Optimum CT products, and to the best of its knowledge, the end users will not use them for any purpose that the United States government forbids, including the development, production, testing, stockpiling, or use of any weapons of mass destruction; or for any military application or military end-use; missile systems; or manned or unmanned aerial systems that deliver them; and (3) it will promptly notify Maximum CT in the event that it is the subject of an investigation by the US government, is added to a list of restricted parties, or has its export privileges otherwise stopped, denied, or revoked, in whole or in part, by any department or agency of the US government. As required by U.S. export laws and regulations, the Customer acknowledges that it is its responsibility to obtain any licence for the export or re-export of export-controlled items or to transmit information regarding restricted items. It also agrees to indemnify and hold Optimum CT harmless for any damages, costs, fines, penalties, attorney fees, and other expenses arising from a claim or demand made by the U.S. Government alleging that it violated specified statutes and regulations.

16. ENTIRE AGREEMENT

This document's terms and conditions, along with any updates, alterations, and additional terms and conditions that Optimum CT has specifically agreed to in writing, will serve as the basis for all future product or service agreements. There aren't any verbal or written promises or commitments.



Optimum Composite Technologies, LLC

17. GOVERNING LAW AND VENUE

The laws of the State of Delaware shall apply to these Standard Terms and Conditions and Warranty, notwithstanding any conflict of law restrictions.

Any claim brought by or against Optimum CT shall be brought in the State or Federal Courts of the State of Delaware, which courts shall have exclusive jurisdiction over such dispute. For the avoidance of any doubt, this venue selection clause establishing venue in the Delaware Courts shall be deemed mandatory and not permissive.

18. ASSIGNMENT

Without Optimum CT's prior written agreement, the Customer is not permitted to assign these Standard Terms and Conditions and Warranty, in whole or in part. The parties' respective successors and authorised assigns shall be bound by and benefit from these Standard Terms and Conditions and Warranty.

19. ENFORCEABILITY

In the event that a court of competent jurisdiction rules that any provision of these Standard Terms and Conditions and Warranty is invalid or unenforceable for any reason, the remaining provisions will remain fully enforceable and unaffected, and the court will replace the invalid or unenforceable provision with a valid and enforceable provision that, to the greatest extent possible, will achieve the same business, economic, and other purposes as the original provision.

20. THIRD PARTIES

These Standard Terms and Conditions and Warranty do not grant any advantages, rights, or remedies to other parties, including third-party beneficiaries.

21. WAIVER OF RIGHTS

Failure to enforce a provision in the Standard Terms and Conditions and Warranty or purchase order does not waive the right of Optimum CT or Customer to require compliance in the future.

22. UPDATES; APPLICABILITY

Optimum CT has the right to update these Standard Terms and Conditions and Warranty from time to time. The new Standard Terms and Conditions will be made accessible at <https://optimumct.com/Standard-Terms-and-Conditions-and-Warranty>. The revised Standard Terms and Conditions and Warranty for the parts purchased by the Customer will apply on the date of delivery.