

1. Applicability; Term.

(a) These Standard Terms and Conditions of Sale (including the Limited Warranty defined in Section 6 below, these “Terms”) issued by Specialty Manufacturing, Inc. d/b/a Safe Fleet Bus and Rail – Charlotte, NC Division (“Seller”), a subsidiary of Safe Fleet Acquisition Corp. (“Safe Fleet”), are and shall be the only terms and conditions which govern the sale of goods (except for any video and/or telematics goods or services, which shall, instead, be governed by the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions at safefleet.net/v-and-t-general-terms) by Seller (on behalf of the Bus and Rail – Charlotte, NC Division of Safe Fleet), including under Seller’s Specialty Manufacturing™, Pretoria™, and Transpec® and other product brands (the “Goods”), to the buyer of such Goods (“Buyer”; together with Seller, the “Parties”) identified on any sales quotation, proposal, confirmation, acknowledgment, invoice and/or similar document issued by Seller (“Sale Document”) or on any purchase order, request for proposal, request for quotation, and/or other documentation submitted by such Buyer (“Purchase Order”) to Seller with respect to an order for such Goods. In the event of a specific, express conflict between a provision of the Sale Document and a provision of these Terms, such Sale Document provision shall prevail to the extent (but solely to the extent) of such conflict. Notwithstanding the foregoing, if (but only if) there exists (and remains in effect) a definitive written contract signed by both Parties which expressly states that it governs the sale of the Goods governed hereby, notwithstanding the existence of these Terms, then the terms and conditions set forth in such contract shall prevail to the extent (but solely to the extent) they expressly conflict with these Terms.

(b) The applicable Sale Document and these Terms (collectively, this “Agreement”) together comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Buyer’s acceptance of Goods will manifest Buyer’s agreement to these Terms. These Terms do and shall prevail over any of Buyer’s general or standard terms and conditions of purchase, or any other terms or conditions which Buyer purports to apply to Seller’s sale of Goods, regardless of whether or when Buyer has submitted a Purchase Order or such terms. Fulfillment of Buyer’s order for Goods by Seller shall not in any manner or to any extent constitute acceptance by Seller of any of Buyer’s terms and conditions and does not serve in any respect to modify or amend these Terms. These Terms may be amended or modified only as set forth in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party.

(c) The term of this Agreement shall begin on the date that the first Sale Document is executed by both Parties, and, unless earlier terminated as provided in Section 11, shall expire at the end of the Inspection Period (as defined in Section 2 below) for all Goods (in each case, subject to the survival provisions set forth in Section 11).

2. Shipment & Delivery. The Goods will be made available to Buyer, in accordance with these Terms, within a reasonable time after the receipt of Buyer’s Purchase Order and, unless otherwise expressly and mutually agreed in writing by the Parties, delivered using Seller’s standard methods for packaging and shipping such Goods. While Seller will make commercially reasonable efforts to maintain the delivery date acknowledged or quoted by Seller in the Sale Document, all delivery dates are approximate. Deliveries of Goods by Seller to Buyer are made F.O.B. Seller’s production facility for the applicable Goods (or other shipping point designated by Seller to Buyer, if applicable) (the “Delivery Point”), and the sale price applicable to such Goods reflects delivery at such Delivery Point, in each case unless otherwise expressly and mutually agreed in writing by the Parties. Buyer shall take delivery of Goods within 10 business days after Seller’s written notice that such Goods have been delivered to the Delivery Point (the “Inspection Period”). Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Seller shall not be liable for any delays, shortages, losses or damage suffered in transit of the Goods; any claims therefor shall be submitted by Buyer directly to the carrier. Seller reserves the right, in its sole discretion, without liability or penalty, to make partial shipments of Goods to Buyer and to segregate “specials” and made-to-order Goods from normal stock Goods. Each shipment by Seller will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s order for Goods. Seller shall not be obligated to tender delivery of any Goods for which Buyer has not provided shipping instructions. If, for any reason, Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, then (i) risk of loss to such Goods regardless shall pass to Buyer on such date, (ii) such Goods shall be deemed to have been delivered by Seller to Buyer on such date, and (iii) Seller, at its option, may store the Goods until Buyer picks them up, with Buyer bearing liability for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Goods unless Buyer gives written notice to Seller of such non-delivery within 10 business days of the date when such Goods would have been delivered to the Delivery Point in the ordinary course of events. Any liability of Seller for non-delivery of Goods shall be limited to replacing such non-delivered Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Title and Risk of Loss. Title and risk of loss pass to Buyer FOB Seller's dock, unless otherwise mutually agreed by the Parties in writing. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section 3 constitutes a purchase money security interest under the Uniform Commercial Code as in effect in the U.S. State of Seller's principal place of business where the Goods are packed for shipping (the "Governing State").

5. Inspection, Rejection and Return of Nonconforming Goods.

(a) Buyer shall inspect the Goods within the Inspection Period. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as is required and approved by Seller. "Nonconforming Goods" means only that the goods shipped are different from the Goods identified in the applicable Sales Document or Purchase Order.

(b) In no event shall Seller be obligated to accept returns of (or issue any credit or refund for) any Goods, unless (i) such Goods constitute Nonconforming Goods and (ii) Buyer has obtained prior approval thereof from a sales representative of Seller, as evidenced by a return material authorization (RMA) number issued by Seller with respect to such specific Goods. With respect to any such returns of Goods, Seller shall have the right, in its sole discretion, to either (A) replace them with conforming Goods or (B) credit or refund the price paid for such Goods by Buyer, in each case subject to the conditions applied by Seller in its discretion. Seller shall not be obligated to accept any cancellations or modifications of orders for Goods, or any rescheduling of deliveries of Goods, requested by Buyer, and, in the event of any such acceptance by Seller, Seller reserves all rights to charge Buyer (in the form of a cancellation fee or otherwise) for recovery of Seller's costs and losses of profit incurred by Seller as a result of any such cancellation, modification or rescheduling and/or to extend the scheduled delivery date. Any returns of Goods resulting from Buyer error may be accommodated by Seller in its discretion, but may be subject to a restocking charge equal to the greater of 25% of the price of such returned Goods or \$50. In no event shall special order or custom Goods be eligible for return except upon demonstration of defects therein.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided in Section 5(b), all sales of Goods to Buyer are made on a one-way basis, and Buyer has no right to return to Seller any Goods purchased under this Agreement (including any Purchase Order).

6. Limited Warranty. Seller's sole and exclusive warranty (and Buyer's sole and exclusive remedy and Seller's entire liability for any breach thereof) with respect to the Goods is set forth in the Limited Warranty document available at [safefleet.net/product-and-service-warranties](http://safefleet.net/product-and-service-warranties) (the "Limited Warranty"), which Limited Warranty in its entirety (including the conditions, qualifications and limitations provided therein) is hereby incorporated into and made a part of this Agreement by this reference.

7. Price; Payment Terms.

(a) Prices within the Sale Document are as entered in Seller's records, so Buyer must report any errors immediately. Prices are subject to change without notice before acceptance of the applicable Goods by Buyer. Seller reserves the right to increase any price of Goods in the event of increased costs beyond Seller's reasonable control, including (i) raw material costs, (ii) modifications to specifications requested by Buyer, or (iii) price of goods manufactured by others and re-sold by Seller. Furthermore, all amounts are quoted in US dollars unless specifically noted otherwise. Options and base price may not add up to line price. Price does not include

installation unless expressly stated. Seller does not waive, and expressly reserves, the right to charge and collect sales or use taxes determined to be due after the date of invoice.

(b) Subject to the approval of Seller's Credit Department, terms are net 30 days from the date of Seller's invoice in U.S. dollars. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by applicable Laws, from the date on which it is due until it is paid. Seller shall have the right, among other remedies (including the right of setoff), either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past-due amounts. Seller may require full or partial payment in advance of shipment if, in Seller's opinion, the credit or financial condition of Buyer is, or is about to become, impaired. If Buyer requests delayed shipment, Seller may bill for Goods when ready for shipment and charge reasonable daily storage fees. Buyer shall not be entitled to withhold from Seller payment of any amounts due and payable by reason of any set-off of any claim or dispute by Buyer against Seller or any of its affiliates.

8. Taxes, Etc. Except where prohibited by applicable Laws, all freight charges, as well as any tax, tariff, levy or other governmental charge, whether federal, state, local or foreign ("Taxes"), imposed upon the design, manufacture, production, sale or delivery of Goods, or any aspect of the procurement of materials and components used therein, may, in Seller's sole discretion, be added to the price of such Goods to Buyer, or separately invoiced by Seller for payment by (or reimbursement of Seller by) Buyer; provided, however, that Buyer shall not be responsible for any such Taxes imposed on or with respect to Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Insurance. During the term of this Agreement and for a period of 12 months thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes commercial general liability coverages with a minimum limit of \$1,000,000 each occurrence and \$2,000,000 in annual aggregate, including product liability coverage for bodily injury, property damage and personal injury liability, with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate(s) of insurance from Buyer's insurer(s) evidencing all of the insurance coverage specified in these Terms and naming Seller as an additional insured. Buyer shall provide Seller with no less than 30 days' advance written notice in the event of a cancellation or material change in any of Buyer's above insurance coverages. Except where prohibited by law, Buyer shall require its insurer(s) to waive all rights of subrogation against Seller's insurers and Seller.

10. Compliance with Law. Buyer shall comply with all applicable laws, rules, regulations and ordinances (collectively, "Laws"). Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import Laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance.

11. Termination; Survival. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement, and such failure continues for five days after Buyer's receipt of written notice of non-payment; (ii) has failed to perform or comply with this Agreement (other than non-payment), in whole or in part, and such failure has not been cured within 15 days of Buyer's receipt of written notice of such breach; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. This sentence and Sections 1, 6 through 10 (inclusive) and 12 through 17 (inclusive) shall survive expiration or earlier termination of this Agreement.

12. Force Majeure; Excuse of Performance. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including acts of God, acts of Buyer, flood, fire, earthquake, or other severe weather, sabotage, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes or disturbances (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (any of the foregoing, a "Force Majeure Event"). Seller's deliveries under this Agreement may be suspended by Seller

for a period of time that it deems appropriate as a result of a Force Majeure Event. If Seller determines that its ability to supply the total demands for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to a Force Majeure Event, then Seller may allocate its available supply of Goods or such material (without any obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable, without liability for any failure of or delay in performance which may result therefrom. Deliveries suspended (or not made) by reason of Seller's rights under this Section 11 may be cancelled by Seller upon written notice to Buyer without liability, upon which the balance of the Agreement (including any other deliveries made or to be made thereunder) otherwise shall remain unaffected.

13. Confidential Information. All non-public, confidential or proprietary information of Seller (including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates) disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement or otherwise ("Confidential Information"), is confidential and solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Breach of this Section 13 will cause irreparable harm; accordingly, Seller shall be entitled to seek injunctive relief for any violation of this Section 13, without posting bond, and Buyer hereby waives the claim or defense that Seller has an adequate remedy at law. This Section 13 does not apply to information that either (a) is in the public domain through no act or omission of Buyer, is lawfully and rightfully known to Buyer at the time of disclosure by Seller without any violation of this Section 13, or has been lawfully and rightfully obtained by Buyer from a third party or public source without confidentiality limitations, in each case as demonstrated by Buyer with competent documentary evidence, or (b) is required to be disclosed by any applicable law or governmental rule or regulation, or in the context of any administrative or judicial proceeding, in each case provided that Buyer, to the fullest extent legally permissible, provides Seller prompt prior written notice of such required disclosure sufficient to allow Seller to seek to oppose quash or limit such requirement, cooperates with Seller in any such effort, and only discloses as much of such information as it is legally required to disclose.

14. Intellectual Property.

(a) As between the Parties, Seller retains and owns all right, title, and interest in and to all Seller Intellectual Property Rights. "Seller Intellectual Property Rights" means any and all Intellectual Property Rights (as defined below) in and to (i) the Goods, (ii) all software and code owned by Seller, its affiliates or its or their direct or indirect licensors, including any firmware or other software incorporated, included, embodied, embedded, linked, bundled, or delivered with or in, or otherwise made a part of (any of the foregoing, "Incorporated" in) the Goods, or any portion thereof (the "Software"), (iii) user manuals and other documentation provided with or otherwise Incorporated in the Goods, or published or otherwise made available from time to time by Seller in respect of the Goods (the "Documentation"), (iv) the Confidential Information, (v) any performance-related or other data arising from the use and operation of the Goods (including the Software and all related firmware and other systems) and delivery and receipt of any related services, and any feedback, input, ideas, and/or suggestions with respect to any Goods, Software, Confidential Information, and/or Documentation, or any portion of any of the foregoing, including any suggested changes to or improvements of any of the foregoing, in each case which are provided or made available by Buyer or any third party, whether during or after the term of this Agreement ("Feedback"), and (v) all new versions, updates, upgrades, revisions, changes, expansions, enhancements, improvements, modifications, and/or derivative works of or to the Goods, Software, Confidential Information, Documentation, and/or Feedback, or any portion of any of the foregoing, in each case which are possessed, owned, controlled, created, conceived, developed, produced, authored, originated, invented, gathered, compiled, made, obtained, or acquired by Seller, Buyer, or any third party, whether during or after the term of this Agreement.

(b) "Intellectual Property Rights" means all industrial, intellectual property, and/or proprietary rights of any kind, including: (i) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents, and patent utility models); (ii) trademarks, service marks, trade dress, trade names, brand names, logos, and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world; (iii) privacy and publicity rights, rights of attribution, integrity, artist's and other moral rights, and the like; (iv) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works,

software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein, in each case whether patentable or not; (vi) semiconductor chips, mask works and the like; and (vii) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout or in any part of the world.

(c) On behalf of Buyer, and all Buyer employees, agents, contractors, and other personnel (any of the foregoing, “Personnel”), Buyer hereby assigns and transfers to Seller all right, title, and interest in and to any and all Seller Intellectual Property which may be deemed to be owned by Buyer or Buyer Personnel, as applicable, and waives any and all rights Buyer or any Buyer Personnel may have under any Law or other legal or judicial source of authority applicable to any Seller Intellectual Property Rights, and agrees to execute such further instruments as Seller may from time to time deem necessary or desirable to evidence, establish, maintain, and/or protect Seller’s ownership of such Seller Intellectual Property Rights and all right, title, and interest therein.

(d) Without Seller’s express prior written consent in each instance, Buyer will not, and will not permit any other person or entity to, (i) alter, modify, translate, disassemble, decompile, reverse engineer, copy, reengineer, create derivative works of, or otherwise seek to duplicate the performance or characteristics of, the Goods, the Software, or any Seller Intellectual Property Rights, or any portion of any of the foregoing, (ii) seek to defeat or circumvent any safety or security feature of the Goods, Software, or any Seller Intellectual Property Rights, or any portion of any of the foregoing, or (iii) use the Goods, Software, or any Seller Intellectual Property Rights, or any portion of any of the foregoing, in any manner not expressly authorized by the Documentation or this Agreement, or in any manner which violates any applicable any law, rule, regulation or other legal or judicial source of authority, including any export Laws, or any of the Documentation. Buyer will not, and will not authorize any other person or entity to, remove, obscure, or alter any Seller notices, legends, labels, or marks, including any of Seller’s trademarks, from the Goods (or any portion thereof).

15. Dispute Resolution. Any dispute or disagreement between Seller and Buyer arising out of or relating to this Agreement or any order of Goods hereunder (a “Dispute”) shall, upon written notice from one Party to the other of its intent to arbitrate (an “Arbitration Notice”), be submitted to and settled exclusively by final and binding arbitration in lieu of any judicial proceeding; provided, however, that nothing contained in this Section 15 shall preclude a Party from seeking or obtaining from a court of competent jurisdiction either (a) injunctive relief or (b) equitable or other judicial relief to specifically enforce the provisions of this Agreement or to preserve the status quo prior to the event(s) leading to the Dispute. Arbitration shall be conducted by the American Arbitration Association in the Governing State before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association existing at the date of submission of the Dispute to arbitration. Any arbitration award shall be binding and enforceable against the Parties, and judgment may be entered thereon in any court of competent jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Governing State, and the state and, subject to the foregoing in this Section 15, federal courts located in such Governing State shall have exclusive jurisdiction of any Disputes, and each Party hereby submits to the jurisdiction of same.

16. Goods Performance Claims and Intended Use. Performance claims do not constitute representations, warranties or promises by Seller that the Goods will attain the performance values depicted therein after installation in the field. Buyer agrees to defend, indemnify, and hold harmless Seller and its affiliates from and against any and all losses, damages, liabilities, claims, actions, demands, judgments, settlements, penalties, fines, fees (including reasonable attorneys' fees), costs, or expenses of any kind alleging, arising out of, caused by, or otherwise in connection with customer's use of any Goods for any purpose or in any manner other than such Goods’ intended use as, and to the extent, expressly communicated by Seller to Buyer.

17. General Terms. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. As used herein, “include”, “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words, and, unless otherwise explicitly provided in the applicable Sale Document, “\$” or “dollars” means United States dollars. This Agreement



*Driving Safety Forward™*

**Safe Fleet Bus & Rail –  
Charlotte, NC Division  
Standard Terms & Conditions of Sale  
Effective December 7, 2020**



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shall not be assignable by either Party without the prior written consent of the other party, except that, with or without such consent, Seller may assign any of its rights or delegate any of its obligations under this Agreement to any of its affiliates or to any acquirer of all or substantially all of the stock or assets of, or any other successor in interest to, Seller (or its applicable brand or division). Any purported assignment or delegation in violation of the foregoing sentence is null and void. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and assigns. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any actual or apparent agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties for any purpose, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any and all Sale Documents requiring signatures by both Parties may be executed in counterparts (including by email of PDF documents or other electronic transmission), each of which shall be deemed an original, with the same effect as if the signatures thereto were upon the same instrument. The Parties agree that this Agreement was drafted without regard to any presumption or rule requiring construction or interpretation against a party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.