

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary _____

Lead Agency Authorized to Act on Behalf of the Beneficiary _____
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	
Beneficiary's Project ID:	
Funding Request No.	(sequential)
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	<input type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input type="checkbox"/> Appendix D-2 item (specify): _____ Action Type <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):
Estimate of Anticipated NOx Reductions (5.2.3):
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- ☐ Attachment A Funding Request and Direction.
- ☐ Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- ☐ Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- ☐ Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- ☐ Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- ☐ Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary _____, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 11/19/24

Brian Rodenberry, Commissioner
[NAME]
[TITLE]

Indiana Department of Environmental Management

[LEAD AGENCY]

for
State of Indiana
[BENEFICIARY]

Appendix D-4 Summary Details

Eligible Mitigation Action Type:

Category 1: Class 8 Local Freight Trucks

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO_x, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO_x emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO_x, including PM_{2.5}, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO₂)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

This project is for the purchase, installation, operation and maintenance of one (1) 2024 model-year, or newer, U.S. EPA emission compliant (Tier 4) all-electric-powered terminal truck that will REPLACE one (1) of the Grantee's Pre-Tier 4 existing diesel-powered terminal trucks that will be used for the same purpose. The replacement vehicles will be located and primarily operated in Warsaw, Indiana.

All-electric-powered terminal trucks dramatically improve air quality and the quality-of-life conditions for operators, technicians, and citizens in the areas of operation due to notably lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 0.776 tons of nitrogen oxides (NO_x) and 0.051 tons of fine particulate matter (PM_{2.5}).

Estimate of Anticipated NO_x Reductions (5.2.3):

Over the lifetime of this terminal truck, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 0.776 tons.

Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):

Indiana Department of Environmental Management

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government-owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically, for this project, the Indiana Volkswagen Mitigation Trust Program will cover up to 75% of the total project cost while the Grantee and/or other programs covers the remaining 25%.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 2018.

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Not applicable to this specific project.

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Attachment B Details

Project Schedule and Milestones:

Indiana announces Round 5 - Onroad and Nonroad funding opportunity via online Request for Proposals (RFP)	February 16, 2024
Deadline for Round 5 – Onroad and Nonroad program applications	April 30, 2024
Indiana notifies applicants of award decisions	June 18, 2024
Funding Agreement between Indiana and Grantee is fully executed	July 23, 2024
Grantee project implementation	July 23, 2024 to September 30, 2025
Indiana reviews programmatic, financial, and other materials for compliance with Appendix D-2 of the national consent decree	Ongoing
Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation	November 21, 2024
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	November 21, 2024 to D-4 approval
Trustee responds to Indiana Appendix D-4	Within 60 days of submittal
Trustee disburses payment to Grantee	Within 15 days of Appendix D-4 approval

Project Budget:

Project Description	Indiana VW Mitigation Trust Grant Not to Exceed Total	Grantee Cost Share Not Less than Total	Project Total
Task A The purchase, installation, operation and maintenance of one (1) 2024 model-year, or newer, U.S. EPA emission compliant electric-powered terminal tractor that will REPLACE	\$233,212.00	\$79,888.00	\$313,100.00

one (1) of the Grantee's model year 1992-2009 existing diesel-powered terminal tractors that will be used for the same purpose. The replacement vehicle will be located and primarily operated in Warsaw, Indiana.			
Percentage	75%	25%	100%

State of Indiana Total Trust Allocation:

1) State of Indiana's Total Trust Allocation	\$40,935,880.59
2) Obligated Awards from Previous D-4 Submittals	\$25,912,839.34
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$15,023,041.25
4) Current D-4 Funding Request Total	\$233,212.00
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$14,789,829.25

Projected Allocation Totals per Project Type:

	Total per Category	Annually Based on Expected Project Reimbursements
Total Trust	\$40,935,880.59	NA
To EV (15%) over 5 years (2021 to 2025)	\$6,140,382.09	\$2,046,794.03
To Admin (3%) over 5 years (2020 to 2025)	\$1,228,076.42	\$307,019.11
To EMAs (82%) over 5 years (2020 to 2025)	\$33,567,422.08	\$11,189,140.69

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Projected Trust Allocations:

	2020	2021	2022	2023	2024
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
2) Anticipated Annual Cost Share (Administrative Costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$3,895,454.40	\$4,710,898.20	\$5,165,086.48	\$7,494,846.85	\$4,336,740.89
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$101,199.00	\$130,705.00	\$9,000.00	\$68,908.52	\$233,212.00
6) Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$4,569,952.89
7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year	\$40,935,880.59	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14
8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6)	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14	\$14,789,829.25

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Attachment C Details

Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust’s public-facing website upon receipt.”

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

“4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.”

Attachment D Details

Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):

Detailed in the following pages:

CREIGHTON BROTHERS LLC

P.O. BOX 220
ATWOOD, IN 46502
(574) 267-3101

INVOICE

Invoice #: 01-122003
Date: 09/13/2024
Order #:

Sold To:

Indiana Dept of Environmental
Management
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN 46204-2251

Ship To:

Indiana Dept of Environmental
Management
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN 46204-2251

CUSTOMER #	TERMS	P.O. #	REF #
2421	Due in 14 Days		

ITEM CODE	DESCRIPTION	CASES	PACK	UNITS	UNIT PRICE	TOTAL PRICE
8000000	MISC. EGGROOM	1		1	233212.00000	\$233212.00
REMIT TO: CREIGHTON BROTHERS LLC P.O. BOX 220 ATWOOD, IN 46502		0		0	TOTAL ▶	\$233212.00

COMMENTS

Orange EV e-Triever Terminal Truck
Serial # DKXD24-005311



Bill To:
Indiana Department of Environmental Management
Volkswagen Diesel Emissions Environmental Mitigation Trust Program
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN 46204-2251

Date: 9/13/2024
Invoice # 01-122003

Invoice	
Description	Price
Orange EV e-Triever Terminal Truck Serial #DKXD24-005311 Orange EV Invoice No. 00138722	\$313,100
Creighton Brothers 25% Match Minimum on Electric Terminal Truck	\$78,275

Balance Due will be lesser of 75% of cost or Awarded Grant Max Payment

75% Electric Terminal Truck \$234,825

Awarded Grant ONR5-001 Max Payment \$233,212

Agreement ONR5-001 Balance Due: \$233,212

Creighton Brothers Orange EV Transactions

Orange EV e-Triever Terminal Truck Serial #DKXD24-005311	
Orange EV Invoice No. 00138722	\$313,100
Orange EV 408v Enhanced Charge Cabinet Serial #CBU24-1079	
Orange EV Invoice No. 00138720	\$9,500
Creighton Brothers ACH ID 5985 August 28, 2024	(\$322,600)

Invoice



Orange EV

900 N. 69th Street
Kansas City, KS
USA, 66102
Phone : 866-688-5223
AccountsReceivable@OrangeEV.com

Invoice No.	00138722
Date	08/22/2024
Contact	Phone : 574.267.3101

Bill To	40621-01
Creighton Brothers	
P.O. Box 220, Atwood, Indiana USA, 46502	

Ship To	40621
Creighton Brothers	
4217 West Old Road 30, Warsaw, Indiana USA, 46580	

PO No.	Sales Order No.	Shipping No.	Reference No.	Ship Method	Payment Terms
STEVENMILLER	00028640	00023727		Non applicable	0.5% 10 days net 30
Sales Rep		Shipping Date	Carrier		Due Date
Craig Anderson (E0123)		08/21/2024	Not Applicable		09/21/2024

No.	Qty	UN	Item	Description	Retail Price		Net Price	Amount
1	1.000	EA	CFGPROD_TRUCK_D TS	DTS Truck, to be Configured for Specific Jobs	\$315,600.00		\$315,600.00	\$315,600.00
2	1.000	EA	SALES DISCOUNTS	New Customer Sales Discount	(\$2,500.00)		(\$2,500.00)	(\$2,500.00)

Please send us a copy of your tax exemption certificate to: accountsreceivable@orangeev.com.
TRUCK NAME: CREI1
TRUCK SERIAL# DKXD24-005311
VIN# 1Z9BA8EAXRK530253

Subtotal:	\$313,100.00
Taxes:	\$0.00
Total:	\$313,100.00
Payment:	\$0.00
Balance:	\$313,100.00

**** Discount of \$1,565.50 available if payment received by the 09/01/2024 ****

USD

Orange EV Terminal Truck Solution
Purchase Terms and Conditions

1. These terms and conditions apply to the purchase of Orange EV vehicle(s), chargers and other equipment (collectively, "Equipment") by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.
2. **Vehicles for Remanufacture.** If a remanufacture, the vehicles to be remanufactured must be field approved in writing by Orange EV, delivered by Customer to Orange EV in the same condition as when approved in the field, and a final inspection with written acceptance. Since not all parts of a remanufactured vehicle get utilized in the final build, Customer is responsible for retrieving and/or authorizing disposition of these parts. If the unused parts are not either removed from Orange EV's premises or approved to be scrapped within 30 days of the truck to be remanufactured being delivered to Orange EV, Orange EV will store the parts at a fee of \$100/week. Furthermore, Customer shall hold Orange EV harmless for any loss or damage that occurs to these parts while in storage.
3. **Cost of Transport.** Customer is responsible for cost of transporting Equipment, including vehicles accepted by and being delivered to Orange EV for remanufacture, as well as all finished Equipment, both new and remanufactured.
4. **Work Start.** Work to produce Customer Equipment may commence when Orange EV receives:
 - a. initial payment, generally calculated as the lesser of the net due or half of the quoted solution price before applying incentives, and
 - b. approved Equipment at Orange EV facility (as applicable for remanufactures).Equipment delivery dates are subject to Orange EV's production schedule and commitment at time of order.
5. **Delivery.** Completed Equipment will be delivered as mutually agreed, subject to:
 - a. A 30-day grace period subject to 15-day notice by Orange EV.
 - b. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
6. **Specification.** Equipment will be manufactured to defined specifications provided with invoice.
7. **Warranty.** The Equipment is warranted according to the terms in Exhibit A. In the event a non-approved charger is utilized on any vehicles purchased under this agreement shall void all warranties contained herein.
8. **Vehicle Charging and Related Electrical Infrastructure.** Orange EV will work with Customer's designated electrician to define site charging and electrical requirements as well as to complete electrical and charging equipment installation in advance of vehicle delivery to site. Actual installation of both electrical infrastructure and charging station will be completed by the Customer's designated electrician. In certain instances, a certification may be required by the local jurisdiction or by Customer's policy to install the equipment. In this event, Customer will be invoiced for Orange EV to engage a 3rd party to perform a site certification. This activity will be billed at a rate of \$5,500 per site for enhanced cabinets and \$10,000 per site for fast charge cabinets.
9. **Title.** If not already held by Customer, transfer of vehicle ownership occurs upon notice to customer of completion, typically as evidenced by issuance to customer of remaining amounts due. Customer shall be responsible for any damage, not cause by the negligent or intentional act of Orange EV, which occurs to vehicle while in Orange EV's possession.
10. **Regulations.** Customer is responsible for compliance with applicable laws, rules and regulations related to Equipment ownership and operation.
11. **Insurance.** Customer shall maintain General Liability insurance naming OEV as an additional insured and such insurance shall be in an amount not less than \$2,000,000.00 on a per occurrence basis; shall maintain, at least, the statutory minimum required Worker's Compensation coverage; and shall maintain reasonable levels of EPL coverage.

Orange EV - Purchase Terms & Conditions with Standard Warranties - Trucks & Chargers 8.21.24

12. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. For the purpose of this section, confidential information shall include a party's product designs, non-public business/marketing activities and other information that a party designates as confidential. Furthermore, all data compiled from the truck telematics system shall remain Orange EV's confidential information, and Orange EV at its discretion to provide usage reports detailing information that Orange EV, in its sole discretion, chooses to provide to Customer.
13. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the Equipment purchased under this Agreement. Nor shall Customer permit another party access to the Equipment Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property. In addition, Customer provides Orange EV a license to use its name and/or logo for marketing purposes, but only to the extent that the name and/or logo is used to refer to Customer as a purchaser/user or customer of/for the Equipment.
14. **Taxes.** Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
15. **Late Payment.** Payment is due as specified on the invoice. If unpaid after 10 business days from due date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate of the unpaid balance, compounded daily.
16. **Incentive Redemption.** This section shall only apply to Equipment which is funded (in whole or in part) as part of an incentive program that reimburses Orange EV for a portion of the purchase price. If Customer has not satisfactorily completed all required redemption activities (these are usually, registration proof, installation of chargers with proof of installation, pictures of installed and/or registered Equipment and similar requirements) to enable Orange EV to redeem the voucher within 60 days from the date of invoice of the Equipment, then Customer shall, on the 61st day from the date of invoice, pay to Orange EV the remaining amount (this will be equal to the voucher redemption amount) for the Equipment. Then Orange EV shall immediately remit those voucher amounts redeemed by Orange EV, for each piece of Equipment that Customer has paid the voucher amount directly to Orange EV, back to Customer. However, Customer shall have no obligation to pay the voucher amount if the delays in redemption documentation are directly due to Orange EV (e.g., Orange EV failed to provide a final invoice or some other documentation required by Customer).
17. **Governing Law.** This agreement and all activities undertaken pursuant to it shall be governed by the laws of the State of Kansas without regard to Kansas choice of law or conflict of laws provisions. Furthermore, the parties hereby consent to and waive any challenge to venue or jurisdiction of the Kansas State Court located in Wyandotte County KS.

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

Date

Orange EV LLC:

Customer:

Print Name of Authorized Signor

Print Name of Authorized Signor

Signature

Signature

Orange EV - Purchase Terms & Conditions with Standard Warranties - Trucks & Chargers 8.21.24

Exhibit A

Orange EV

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

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

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

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

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

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

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

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

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

Orange EV - Purchase Terms & Conditions with Standard Warranties - Trucks & Chargers 8.21.24

Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.

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

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

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

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

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

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

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

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

Truck Warranty Table HUSK-e

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:	Labor Cost Paid By:	Replacement Parts Paid By:
Traction Motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV ⁵
Equipment Control Box and internal components	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Traction Battery Boxes and internal components (excl. batteries)	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Electrical cabling and Wire Harnesses	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Hydraulic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Pneumatic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Display	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Frame	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Gear Reducer (port only)	Orange EV	25,000	6 years	Orange EV	Orange EV	Orange EV
Traction Batteries ⁴	Manufacturer	410,000 kWh ¹	90 months ²	Orange EV	Manufacturer	Manufacturer
Air Conditioning	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Auto Lube System	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Front Axle	Manufacturer	unlimited	18 mos.	Orange EV	Manufacturer	Manufacturer
Rear Axle	Manufacturer	Kessler – 2000 Fuwa - unlimited	1 year – Kessler 18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Tires (excluding normal wear and tear)	Manufacturer	unlimited	2 years	Orange EV	Manufacturer	Manufacturer
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A	N/A	N/A
All other Items ⁴	3,000 hrs. or 1 year as follows:					
	First 1,500 hours or before 1 year			Orange EV	Orange EV	Orange EV
	Second 1,500 hours or after 1 year			Customer or Orange EV	Customer	Orange EV
The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first						
1- These represent battery consumption as measured and recorded through the telematics system						
2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly						
3- Year three is parts only						
4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 243 kWh nominal capacity. This warranty will be void if the SOC charge ever drops to zero or near zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved charging equipment.						
5 – Customer shall be responsible for shipping and handling costs						

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Truck Warranty Table e-TRIEVER

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:	Labor Cost Paid By:	Replacement Parts Paid By:
Traction Motor (parts)	Orange EV	220,000 kWh ¹ or 396,000 kWh ¹	90 months	N/A	N/A	Orange EV
Traction Motor (labor)	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	N/A
Equipment Control Box and internal components	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Traction Battery Boxes and internal components (excl. batteries)	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Electrical cabling and Wire Harnesses	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Hydraulic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Pneumatic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Display	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Frame	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Traction Batteries ⁴	Manufacturer	220,000 kWh ¹ or 396,000 kWh ¹	90 months ²	Orange EV	Manufacturer	Manufacturer
Air Conditioning	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Auto Lube System	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Front Axle	Manufacturer	unlimited	18 mos.	Orange EV	Manufacturer	Manufacturer
Rear Axle	Manufacturer	Fuwa - Unlimited	18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Tires (excluding normal wear and tear)	Manufacturer	unlimited	2 years	Orange EV	Manufacturer	Manufacturer
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A	N/A	N/A
All other Items ⁴	3,000 hrs. or 1 year as follows:					
	First 1,500 hours or before 1 year			Orange EV	Orange EV	Orange EV
	Second 1,500 hours or after 1 year			Customer or Orange EV	Customer	Orange EV
The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first						
1- 220,000 kWh on the standard duty (100 kWh) battery pack and 396,000 kWh on the extended duty (180 kWh) battery pack, which represent battery consumption as measured and recorded through the telematics system						
2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly						
3- Year three is parts only						
4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 100kWh or 180kWh nominal capacity. This warranty will be void if the SOC charge ever drops to zero or near zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved chareine equipment.						

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Charger Warranty Table

Orange EV Manufactured Chargers

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

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Invoice



Orange EV

900 N. 69th Street
Kansas City, KS
USA, 66102
Phone : 866-688-5223
AccountsReivable@OrangeEV.com

Invoice No.	00138720
Date	08/22/2024
Contact	Phone : 574.267.3101

Bill To	40621-01
Creighton Brothers	
P.O. Box 220, Atwood, Indiana USA, 46502	

Ship To	40621
Creighton Brothers	
4217 West Old Road 30, Warsaw, Indiana USA, 46580	

PO No.	Sales Order No.	Shipping No.	Reference No.	Ship Method	Payment Terms
STEVENMILLER	00028640	00023725		Non applicable	0.5% 10 days net 30
Sales Rep		Shipping Date	Carrier		Due Date
Craig Anderson (E0123)		08/21/2024	Not Applicable		09/21/2024

No.	Qty	UN	Item	Description	Retail Price		Net Price	Amount
1	1.000	EA	CFGPROD_CHRG CAB	Charging Cabinet	\$9,500.00		\$9,500.00	\$9,500.00

Please send us a copy of your tax exemption certificate to: accountsreceivable@orangeev.com. Freight and truck invoices to follow.
TRUCK NAME: CREI1
CHARGING CABINET SERIAL# CBU24-1079

Subtotal:	\$9,500.00
Taxes:	\$0.00
Total:	\$9,500.00
Payment:	\$0.00
Balance:	\$9,500.00

**** Discount of \$47.50 available if payment received by the 09/01/2024 ****

USD



Good Morning, Steve Miller

Online Activity ?

TRANSACTION DETAILS

ACH BATCH
ORANGE EV LLC
Tracking ID: 3837314

\$322,600.00
Created Date: 8/28/2024

PAYMENT DETAILS

Created By
Steve Miller

Authorized
08/28/2024 9:04 AM

Authorized By
Mary Mort

Process Date
08/28/2024

Effective
08/29/2024

From Account
Creighton Brothers Llc *****0405

Total Payments
1

ACH Header
CREIGHTON BROS

SEC Code
CCD

Company Entry Description
ACH Paymen

RECIPIENT DETAILS

Name	Account	Type	Routing	Amount
ORANGE EV LLC	6268	Checking	0248	\$322,600.00
Recipient Information				
ACH Name		ACH ID		
ORANGE EV LLC		5985		