WAZIP OEM Terms and Conditions – 2 Year

The Washington Zero-emission Incentive Program (WAZIP) is funded by Washington's Climate Commitment Act (CCA), managed by the Washington State Department of Transportation (WSDOT), and administered by Catalyst Mobility, Inc. (formerly known as CALSTART, Inc). To have zero-emission models enrolled in WAZIP for medium- and heavy-duty vehicles and off-road equipment, original equipment manufacturers ("OEMs") must sign the following Terms and Conditions.

By signing this document, the OEM agrees to the following:

1. I have read, understand and agree to all provisions in the WAZIP Implementation Manual.
2. All information submitted and provided to WAZIP is true, correct, and complete.
3. The vehicles or equipment eligible in WAZIP meet the following criteria:

    a. Zero Emission: The vehicle or equipment must be "zero-emission," defined as battery electric or hydrogen fuel cell technologies.
    b. Non-Personal Use: The purpose of the vehicle or equipment must be for commercial, non-profit, or public fleet use. Personal vehicles are not eligible for WAZIP funding. Recreational Vehicles (as defined under WAC 308-100-210) are not eligible for WAZIP funding.
    c. Commercial Ready: Commercial-ready means vehicles which are no longer part of a demonstration or pilot project testing the technology and are currently for sale to the general public with at least one unit already sold and delivered.
    d. Warranty: The vehicle or equipment must be covered by a manufacturer warranty as detailed in the WAZIP Implementation Manual.
    e. Washington State-Based Service Center: Eligible vehicles or equipment must have at least one Washington State-based service facility affiliated with the OEM that meets the requirements in the WAZIP Implementation Manual.
    f. Relevant Safety Requirements: The vehicle or equipment must meet all applicable local, state, and federal laws, ordinances and requirements, including but not limited to all applicable safety and air quality regulations.
    g. Telematics Capabilities: All vehicles and equipment are required to collect and report telematics data for the length of the project participation period. OEMs are required to submit telematics data to the Program Administrator at minimum on a quarterly basis. Data collection requirements and data protections are outlined in WAZIP Implementation Manual.

4. I certify that the vehicle or equipment enrolled in WAZIP has a warranty that meets the following criteria:

    a. The warranty must provide protection for a minimum of 2 years or 100,000 miles (5,000 usage hours for off-road), whichever comes first (the Warranty Period), and provides full warranty coverage of, at a minimum: motor, propulsion system, powertrain/drivetrain, battery, parts and labor.
    b. For any model, all applicable powertrain components (including, but not limited to, the energy storage system, fuel-cell stack, motors, and powertrain and thermal management systems); electronic components; telematics components; on-board charging or fueling components; all components along driveline (except for maintenance items, such as tires); and the equipment, chassis, or vessel (including, but not limited to, the frame, cross members, and cab structure) shall be warranted against defects, workmanship, and corrosion for the full warranty period.
    c. The warranty must be fully transferrable to subsequent purchasers for the full Warranty Period.
    d. The warranty must be included in the price of the equipment and that pricing must be available to the purchaser regardless of whether they are utilizing WAZIP funding.

5. I certify that the vehicles or equipment enrolled in WAZIP can be serviced and maintained in a prompt and timely manner.
6. I certify that the OEM has at least one of the following:

    a. At minimum one Washington State-based service facility associated with the OEM capable of providing training for dealers, vehicle service, warranty, and repairs statewide; OR
    b. Service and repair training to fleets as part of the purchase; OR
    c. A team of factory-trained technicians that are able to respond to service and repair requests within a reasonable timeframe.

7. I understand that WSDOT reserves all rights and remedies available under the law to enforce the terms of this agreement. This includes but is not limited to removal from the WAZIP catalog and prohibition from participating in future rounds of funding.

Liability Release

OEM its successors and assigns, agrees to defend, indemnify, and hold harmless the State of Washington and the Washington State Department of Transportation (WSDOT), (together the “State”) including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this AGREEMENT by OEM , its agents,

employees, contractors, subcontractors, consultants, suppliers of any tier, invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below. OEM's duty to defend and indemnify the State, including its officers, employees, and agents, shall not apply to liability for damages arising out of this Agreement and to bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the State , including its officers, employees, and agents. OEM's duty to defend and indemnify the State, including its officers, employees, and agents, for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the State, including its officers, employees, and agents, and (b) OEM, its employees, contractors, subcontractors, suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of OEM, its agents, employees, contractors, subcontractors, suppliers of any tier, invitees and licensees.

OEM specifically and expressly and by mutual agreement waives any immunity that may be granted it under the State Industrial Insurance Act, Title 51 RCW. Further, the defense and indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; **provided that**, OEM's waiver of immunity by the provisions of this Section extends only to claims against OEM by the State, and does not include, or extend to, any claims by OEM's employees directly against OEM.

OEM hereby releases and forever discharges the State and its officers, directors, members, employees, agents, attorneys, representatives, predecessors, successors, assigns and transferees from any and all claims, demands, damages, debts, liabilities, actions, causes of actions or suits of whatever kind or nature, asserted or not asserted, known or unknown, arising out of this Agreement.

This defense, indemnification and waiver shall survive the termination of this Agreement.

Signature

By signing the WAZIP OEM Terms and Conditions, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above. I certify under penalty of perjury that the information provided is accurate.

By signing the WAZIP OEM Terms and Conditions, I certify under penalty of perjury that the information provided for this voucher request, including all supporting documentation, is true and correct. I understand that I will be required to repay any WAZIP voucher funds received if I

fail to comply with the terms and conditions of this agreement. I understand that the State, and Catalyst Mobility, Inc., as administrator of the WAZIP program on behalf of WSDOT, each reserve all rights and remedies available under the law to enforce the terms of this agreement.

Name of Manufacturer: _____

Contact Name: _____

Signature: _____

Date: _____

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights (OECR) at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Title VI Notice to Public: It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights. For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.