



**ADDENDUM TO THE
AGENDA FOR THE REGULAR MEETING
OF THE MOORE CITY COUNCIL
JUNE 16, 2025 – 6:30 P.M.
CITY COUNCIL CHAMBERS
301 N. BROADWAY**

The City of Moore encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability (such as a hearing or speech disability) notification to the City Clerk at least forty-eight (48) hours prior to the scheduled public meeting is encouraged to allow the City to make the necessary accommodations.

CITY:

- 11.1) Consider authorizing the purchase of a CNG Gas Transport Module from Bayotech in the amount of \$225,000 as a sole source provider. **Public Works**

ACTION: _____

POSTED THIS 11TH DAY OF JUNE 2025 AT 4:00 P.M. ON THE BULLETIN BOARD OF CITY HALL, LOCATED AT 301 NORTH BROADWAY, MOORE, OKLAHOMA. NAME OF PERSON POSTING THIS NOTICE.

Rhonda Baxter

RHONDA BAXTER, EXECUTIVE ASSISTANT



QUOTATION

5785 Bird Creek Ave
 Catoosa, OK 74015
 Phone: +1 (415) 856-0570 • Fax: +1 (415) 856-0570
 E-mail: patrick.charette@bayotech.us

Quotation #: HPE25050057

Prepared For
Tommy McHone Senior Heavy Technician City of Moore tommym@cityofmoore.com (405) 630-7014

Quote Date	Valid Until	Shipped Via	Shipping Terms	Payment Terms
June 9, 2025	July 9, 2025	Ground	Ex Works Tulsa	50% Deposit/ 50% Due Before Shipment

Pricing

Description	Price	Quantity	Total
GTM-1500-250	225,000	1	225,000
		Subtotal	\$225,000

Summary

The GTM1500-250 is a gas transport module consisting of sixteen (16), 320ltr/250bar, type 3 composite DOT-approved cylinders mounted within a 14'L x 6'W x 6'H steel, powder coated frame. Each cylinder is fitted with a manual 1/4-turn ball valve with an integrated TPRD (thermal pressure relief device).

General Specifications: CNG Capacity (@250bar): 53,578 scf - Approx.
 Unit Dimensions: 238"L x 102"W x 104"H - Approx. Gross Weight (includes weight of H2): 13,715lbs

Est. Lead Time: 16 - 18 weeks ARO

Subtotal: \$225,000.00
 Shipping: TBD
 Tax: N/A
Total: \$225,000.00



TERMS AND CONDITIONS

1. FORMATION

These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of goods ("**Equipment**") by BayoTech, Inc. ("**Seller**") to the buyer ("**Buyer**") identified in the accompanying quotation ("**Quotation**"). The Quotation and these Terms (collectively, this "**Agreement**") 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. If there is any conflict between the Quotation and these Terms, the Quotation shall govern. If there are multiple quotations or revisions, then the most recent quotation or revision shall govern. Any purchase order or other document issued by Buyer shall be confirmation only of Buyer's acceptance of the Quotation and these Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Buyer's purchase order shall be subject to these Terms, whether or not the purchase order so states. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. DELIVERY; TITLE AND RISK OF LOSS

Delivery shall be EXW Seller's plant in Catoosa, Oklahoma (Incoterms® 2020) (the "**Delivery Point**"), unless otherwise specified in the Quotation. During the period between delivery and pickup of the Equipment by Buyer, Buyer assumes full responsibility for the Equipment including risk of loss, and BayoTech disclaims all responsibility for loss or damage to the Equipment and will not be deemed to be a bailee or custodian of the Equipment for any purposes whatsoever, including but not limited to any obligation to insure the Equipment.

3. PRICE

Price(s) for Equipment under an approved Order pursuant to a valid Quotation are valid for six (6) months from the date of the Order. If the Delivery Date for any Equipment included in an Order is more than six (6) months from the date of the Order, the Price of the Equipment (and the Order) is subject to adjustment at Seller's reasonable discretion based on changes in Seller's input and production costs. Seller will notify Buyer not less than thirty (30) days prior to the effective date of any such Price adjustment. Furthermore, any modification(s) or change(s) to the Equipment or Order requested by Buyer (including without limitation any design, specification, ordered quantity, shipping, or input material cost changes) may also result in an adjustment in Price(s). Seller will notify Buyer of any such Price adjustments, which shall be subject to Buyer's approval.

In the event of an increase in Price, Seller may, in its sole discretion require a proportionate increase in Buyer's deposit under the terms of the Order.

4. MULTIPLE SHIPMENTS

If Quotation provides for multiple shipments over a period of time exceeding 12 months, then:

- (a) Each shipment of Equipment shall be a separate and independent transaction;
- (b) Seller may revise the price specified in the Quotation for any shipment upon providing at least 30 days' prior notice to Buyer, unless otherwise specified in the quotation; and
- (c) Seller may, if not reasonably satisfied with Buyer's financial condition at the time of any shipment, require prepayment or other security for payment acceptable to Seller as a condition of shipment.

5. PAYMENT TERMS

Payment is due in full within 30 days of the date of any invoice under this Agreement. Seller reserves the right to assess interest on any late payments from the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month compounded monthly, or (b) the maximum rate permitted by law, and to charge Buyer for any collection or litigation expenses, including reasonable attorney's fees, incurred by Seller in the collection of late payment.

6. DELIVERY DATES

The delivery date(s) (the "**Delivery Date**") specified in the Quotation is an estimate only and is subject to change based on material availability and inventory levels. If Seller will be unable to deliver the Equipment as specified within 120 days of the Delivery Date, then Seller will provide written notice to Buyer of the revised delivery date. Buyer may cancel the delivery by giving written notice of cancellation to Seller within 10 days of receipt of such written notice. Cancellation under this Section 6 shall be subject to the order cancellation fee schedule set forth in the Quotation. Buyer's sole and exclusive remedy for any failure by Seller to meet any Delivery Date shall be as provided in these Terms, and Seller's liability for any failure to meet the Delivery Date shall be limited to such remedy.

Where applicable, Type-3 high-pressure cylinders included as components in the Equipment will be safety tested and certified by the original cylinder manufacturer not more than 18 months prior to delivery of the Equipment to Buyer.

7. TAXES AND DUTIES

Notwithstanding anything contained in the Quotation to the contrary or any provision of applicable law imposing the burden of any Transfer Taxes (as hereinafter defined) on BayoTech or Buyer, any and all federal, state, local or other sales, use, transfer, excise (including, if applicable, all U.S. federal excise taxes under Section 4051 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, or any successor statute thereto), motor vehicle sales, rental or use, goods and services, value-added, documentary, stamp, registration or other similar taxes, fees, duties or other charges, together with all interest, penalties, and additions imposed with respect thereto (collectively, "**Transfer Taxes**"), incurred in connection with the consummation of the transactions contemplated by the Agreement shall be borne and paid by Buyer, and Buyer shall indemnify and hold BayoTech harmless from any liability, obligation, claim, assessment or deficiency for any Transfer Taxes. Without limiting in any way the generality of the foregoing, the Quotation may not include all Transfer Taxes applicable to the sale and purchase of the Equipment, and BayoTech may charge Buyer pursuant to an invoice, and Buyer hereby assumes exclusive liability for and shall pay BayoTech as such invoice is required to be paid in accordance with the Agreement, the amount or amounts of any Transfer Taxes reflected on such invoice. Notwithstanding the expiration

of any applicable statutes of limitation, Buyer's liability with respect to Transfer Taxes hereunder shall remain open as long as BayoTech's liability, if any, with respect to the collection and/or remittance of the same remains open.

8. TERMINATION

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 15 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; 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.

9. INSPECTION

Unless otherwise agreed between the parties, Buyer shall inspect the Equipment within ten days of delivery of the Equipment by Seller to the Delivery Point ("**Inspection Period**") and shall provide Seller with a written certificate of acceptance ("**Acceptance Certificate**") promptly after inspection. Buyer will be deemed to have accepted the Equipment unless it notifies Seller in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Equipment**" means only the following: (i) Equipment shipped is different than identified in the Quotation; (ii) the Equipment delivered materially deviates from the specifications contained in the Quotation; or (iii) Equipment's label or packaging incorrectly identifies its contents.

Upon Seller's verification of such nonconformity, Seller shall use reasonable efforts to repair or replace such Equipment at Seller's expense. If Seller exercises its option to replace Nonconforming Equipment, Seller shall, after return of the Nonconforming Equipment from Buyer, deliver to Buyer, at Buyer's expense and risk of loss, the replaced or repaired Equipment to the Delivery Point within a commercially reasonable amount of time.

Buyer acknowledges and agrees that the remedies set forth in this Section 9 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 9, all sales of Equipment to Buyer are made on a one-way basis and Buyer has no right to return Equipment purchased under this Agreement to Seller.

10. WARRANTY

BayoTech warrants that: (a) the Equipment is free from defects in material and workmanship; and (b) the Equipment meets the standards and specifications set forth in the Quotation.

Buyer is responsible for determining and advising BayoTech of the standards and specifications which are appropriate for its intended use. BayoTech does not warrant that the standards and specifications described in the Quotation are appropriate for Buyer's intended use. This warranty is the entire warranty of BayoTech.

The warranty period is 12 months from the date of Buyer's acceptance of the Equipment.

If during the warranty period Buyer becomes aware of any material defect, Buyer shall promptly notify BayoTech of the defect and provide written documentation thereof as reasonably required by BayoTech and make the Equipment available for inspection by BayoTech. Upon verification of the material defect, Buyer shall return the Equipment to BayoTech. Upon receipt of the Equipment, and subject to availability and production scheduling, BayoTech shall at its option either repair or replace any defective Equipment. BayoTech shall pay all costs of shipping the Equipment from Buyer to BayoTech and returning the Equipment to Buyer. BayoTech shall not be responsible for any other costs, including any costs of removing or reinstalling the Equipment.

Buyer's sole and exclusive remedy for breach of warranty shall be as provided in this section, and BayoTech's liability for breach of warranty shall be limited to such remedy.

The warranty is conditional upon proper installation, operation and use by Buyer. This warranty does not cover damage, breakage, or injury caused by (a) the failure to follow written instructions provided by BayoTech with respect to the Equipment, including, without limitation, instructions provided in warning labels, notices, and technical and maintenance manuals; (b) unauthorized service, installation, alteration, modification, assembly, or disassembly by anyone other than BayoTech or a party authorized by BayoTech; (c) improper maintenance or lack of reasonable and necessary maintenance; (d) inspections performed outside the frequency and manner as required by applicable laws and regulations; (e) over-pressurizing or over-filling of any cylinders or pressurized storage components; (f) use of the Equipment in corrosive environments outside of agreed upon specifications; (g) corrosion, fire, heat, abrasion, or impact damage due to external conditions; (h) negligence by Buyer or any third party; (i) normal wear and tear; or (j) misuse. BayoTech's obligations and liabilities hereunder shall not be enforceable until BayoTech has received payment in full and cleared funds for the Equipment and title to the Equipment has passed to Buyer.

BAYOTECH EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED BY LAW, CUSTOM OR TRADE, INCLUDING IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

BayoTech does not warrant or have any responsibility for any design, components or services included in the Equipment which is provided by a third party that is specifically requested by Buyer.

The warranty applies to Buyer only and is not assignable to any undisclosed third-party.

Upon acceptance of the Equipment by Buyer in accordance with this Agreement, BayoTech shall, where allowable by the original manufacturer or vendor, provide Buyer any applicable manufacturer and vendor pass-through warranties for certain of the Equipment's components to the extent such manufacturer and vendor warranties are able to be transferred to Buyer in accordance with the original manufacturer and vendor warranties.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL BAYOTECH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BAYOTECH FOR THE EQUIPMENT SOLD HEREUNDER. BayoTech shall not under any circumstances have any liability to Buyer for any damage to Buyer's equipment or products.

IN NO EVENT SHALL BAYOTECH BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. FORCE MAJEURE

Seller shall not be in breach of its obligations where the failure to perform or the delay in performing is due, in whole or in part, to force majeure.

For the purposes of these Terms, "**Force Majeure**" means any event beyond the control of Seller, including but not limited to: (a) lightning, storms, earthquakes, floods and other Acts of God; (b) fires, explosions, breakdowns of machinery or equipment and other accidents and disturbances; (c) vandalism, riots and other civil disturbances; (d) war (declared or undeclared), terrorism, sabotage and other acts of the public enemy; (e) sanctions, embargos, export controls or any other governmental restriction; (f) acts or omissions of any government or governmental body or agency; (g) strikes, lockouts, work stoppages and other labor disturbances; (h) inability to obtain or delay in obtaining necessary materials, supplies, components or utilities on commercially reasonable terms; (i) any default or delay by a supplier, shipper, carrier or other third party; (j) pandemics and epidemics; and (k) any other event beyond the control of Seller.

If performance by Seller will be delayed due to force majeure for more than 90 days, then either Seller or Buyer may, upon giving written notice to the other party, cancel the order, without liability of either party.

13. INTELLECTUAL PROPERTY RIGHTS

Buyer agrees that all patents, trade secrets, trademarks, copyrights and other intellectual property rights relating to the Equipment are the property of BayoTech. BayoTech may attach stickers, labels and other identifying markings to the Equipment, which may include BayoTech trademarks. Buyer may not remove or alter any such stickers, labels and other identifying markings affixed to the Equipment without BayoTech's prior written consent. Buyer shall not reverse engineer the Equipment or allow a third party access to the Equipment for such purpose. BayoTech conveys no drawings, patents, patent applications, copyrights, trademarks, trade secrets, know-how, confidential information or other intellectual property rights to Buyer.

14. CONFIDENTIALITY

All non-public, confidential or proprietary information of Seller, including but not limited to 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 is confidential, 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. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. INCOTERMS

Trade terms such as "EX Works" or "EXW" shall be interpreted in accordance with the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce (Incoterms®, 2020).

16. ENTIRE AGREEMENT

These Terms, together with the Quotation, constitute the entire agreement. There are no other representations, warranties, terms or conditions or collateral agreements.

17. NOTICES

Any notice shall be in writing and shall be delivered by courier, sent by e-mail to the BayoTech contact identified in on the Quotation with a copy sent to BayoTech's Legal Department at legal@bayotech.us, or sent by prepaid registered mail to the address shown on the Quotation. Any notice shall be deemed to have been given and received: (a) if delivered by courier, on the date of delivery; (b) if sent via email, on the next business day in the country of receipt following the date the email is sent with delivery receipt requested; and (c) if sent by prepaid registered mail, on the date of actual receipt.

18. ASSIGNMENT

Buyer shall not assign, transfer, delegate, or subcontract any of Buyer's rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation, or subcontract in violation of these terms and conditions shall be null and void.

19. PUBLICITY & PRESS RELEASE

Subject to Buyer's prior written consent, which shall not be unreasonably withheld, Seller may issue public announcements via Seller's website and corporate social media accounts and/or issue a press release concerning the sale of Equipment to Buyer.

20. WAIVER

No waiver by either Seller or Buyer of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. CUMULATIVE REMEDIES

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Seller or Buyer of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

22. THIRD-PARTY BENEFICIARIES

This Agreement benefits solely Seller and Buyer and their respective permitted successors and permitted assignees and nothing in this Agreement, express or implied, confers on any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. GOVERNING LAW

The sale of Equipment (including these terms and conditions) shall be governed by and interpreted in accordance with the laws in force in the State of New York. The courts of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms and conditions or any applicable purchase order and any matter arising therefrom, and each party hereby irrevocably waives any right that it may have to bring an action or proceeding relating to this quotation or terms and conditions in any forum other than the courts of New York City,

New York. The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods shall not apply and is excluded.

Seller and Buyer each irrevocably and unconditionally agree that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other in any way arising from or relating to this Agreement, and the transactions contemplated hereby, in any forum other than the United States District Court for the Southern District of New York or the courts of the State of New York, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction, the courts of the State of New York. Seller and Buyer agree that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

24. WAIVER OF JURY TRIAL

SELLER AND BUYER EACH ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

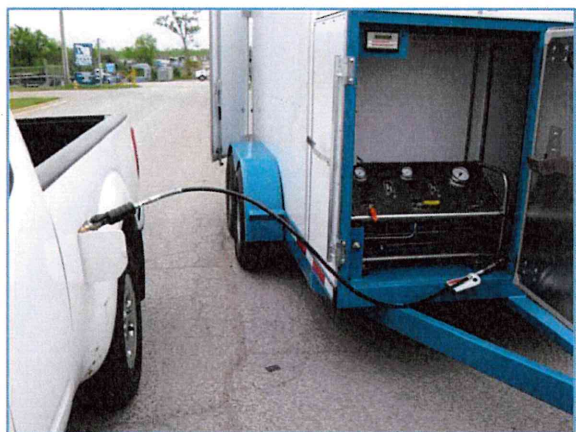
25. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between Buyer and Seller, and neither party shall have authority to contract for or bind the other in any manner whatsoever.



The highest capacity, lightest weight transports on the market

"A breakthrough in mobile CNG refueling and distribution."



Comes complete with fill hose and NGV1 fill dispensing nozzle



The only DOT/TC approved, mobile, CNG refueler

POWERED BY

GTM1350 - Refueler

Compressed Natural Gas

The GTM1350-CNG Refueler is a first of its kind. Capable of delivering almost 340dgs of CNG to remote vehicle fleets. A pneumatically driven booster pump allows 3,600psig delivery of gas as the trailer is depleted, filling 15-20 service trucks or 20-25 vehicles. The GTM1350-Refueler is intended to function as a mobile daughter station to CNG stations supporting remote or mobile CNG vehicle fleets. A driver's side fill panel allows the GTM to be pulled up to conventional CNG stations and quickly refueled with standard fill nozzles. An optional reverse flow package allows the GTM1350-Refueler to act as a receiver in the recovery of stranded gas or bio-methane recovery. Units are available for sale or lease.

Luxfer-GTM Technologies has been designing and building gas transports modules for the last eight years and in that short period of time, has become a leading composite cylinder transport manufacturer, supplying gas transports in sizes from 10' to 48' long. With four facilities worldwide, Luxfer-GTM can provide customized modules with the quickest delivery times in the industry, as well as superior after-market support. Type III composite cylinders combine the advantages and integrity of a 6061 aluminum liner with high strength carbon fiber to produce a cylinder that far exceeds existing steel cylinder technology. Luxfer-GTM Technologies is a joint venture with Luxfer, the worldwide leader in high quality aluminum and composite cylinders.

Features

- The highest capacity, lightest weight transports on the market today
- The only DOT/TC approved, mobile, CNG refueler
- Pneumatic booster, fully self-powered (if required)
- Towable behind a standard ¾ ton pick-up
- Comes complete with fill hose and NGV1 fill dispensing nozzle
- NGV1 fill connections standard
- Highest safety standards: 8G frames
- Optional reverse flow package for flare or bio gas recovery and storage

Product Line Specifications & Gas Capacities



Towable behind a standard ¾ ton pick-up

GTM1350-CNG Specifications

# of Cylinders:	16
Working Pressure:	3,600psig
Total Water Vol.:	155.5scf
Trailer Dimensions:	8'W x 17'L x 6.5'W
Tare Weight:	6,300lbs
Est. Gross Weight:	8,600lbs

CNG Capacities

	@3,600psig
Gas Capacities	
SCF	46,000
DGE	336
GGE	362



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Luxfer-GTM Technologies is located in San Francisco, CA

US/North America

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gtm@gtmtechnologies.com

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patricio.elizondo@worthingtonindustries.com

Middle East

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george@cantrextrading.com
Cell: 971.504.530097

Contact Us

Name *

First

Last

Company *

Email *

Message *

Submit

POWERED BY



8665 W 78th St S
 Tulsa, OK 74131
 (918) 800-6656
 www.OutriderGas.com

SALE QUOTATION

Tommy McHone

Issued 6/6/2025
 Valid Until 10 days from issuance date
 Phone 770-262-4719
 Email ryan@outridergas.com

BILL TO:

City of Moore
 512 NW 27th St.
 Moore, OK. 73160

SHIP TO:

TBD

Quotation #	Quote Date	Shipped Via	Shipping Terms
JBD662025	6/6/2025	Ground	EXW-Tulsa, OK

Qty	Unit	Description	Unit Price	Total
1	Each	Pro Trailer	\$220,000.00	\$220,000.00
		16 DOT approved Type III cylinders. 320 ltr Operating pressure of 3600psi/250 bar Natural gas capacity of 52,000 scf Gross Weight 11,593 lbs Dual 7,000 lbs trailer axles with brakes Width 8'10"/Length 18' 8"/ Height 7' 10" Stainless steel manifold 3/4" SAE threaded ports, staggered ports for easier access, 4 open ports for operator usage, w/elbow on 1 open for quick access Powder coated steel control panel w/ 8" X 10" opening to allow for easy access to manifold block Parker O-ring face seal connections w/ToughShield Seamless stainless steel tubing, 0.65 wall thickness Side access & rear fill panel with NGV1 receptacle Wika gauges with low temp glycerin filled 3/4" Emcara vent caps for PRD venting Back vent for hose connection 2 5/16" ball or pintle hitch, height adjustable Towable by one ton pickup Secure lock and leave feature Hitch end toolbox, fire extinguisher, wheel chocks, light bar in cabinet, grounding wire with bare metal grounding lug Emergency shut off device on passenger side		
2	Each	Parker CNG rated Hose 50' 1" Male NPT Connections	\$4,000.00	\$8,000.00
1	Each	Operational Training for Pro Trailer	\$10,000.00	\$10,000.00
		In depth user training		
<i>Estimated Delivery 20-25 weeks after Receipt of Order</i>				
*Payment Terms				
		Deposit with PO (40%)	\$95,200.00	
		Balance upon shipping (60%)	\$142,800.00	
			Subtotal	\$238,000.00
			*Sales Tax	TBD
			*Estimated Shipping Cost	TBD
*All quotes are subject to OGT's terms & conditions				
* Shipping rate subject to confirmation at time of shipment				
*Sales tax will be determined by delivery location				
			Total	\$238,000.00



TERMS AND CONDITIONS

Effective February 24, 2025

1. Defining the Transaction. The sale of Outrider MGT LLC's ("Outrider") Product(s) (as defined below) to the purchasing company or person ("Customer") will be governed by Outrider's quotation and these terms and conditions. Outrider's quotation shall govern in the event of any conflict or irregularity between such quotation and these terms and conditions. In the event Outrider's quotation is revised multiple times over the course of discussions with Customer, the most recent version of said quotation published by Outrider shall govern. In the event Customer provides a purchase order ("PO") to Outrider, such PO shall only serve as confirmation of Customer's acceptance of Outrider's quotation and these terms and conditions, and any terms and conditions in such PO or other terms and conditions provided by Customer shall not apply in any way to any transaction involving the Product(s). These terms and conditions shall also apply to the lease of any Product by a Customer from Outrider, except to the extent such terms and conditions specifically apply to the special ordering or purchase of a Product and the transfer title thereto. Section 14 below applies to any request by a Customer for Outrider to recertify any cylinder on a Pro Trailer.

2. Pricing and Payment Terms.

- a. Purchased Products. When purchasing a trailer or trailers and/or a cart or carts from Outrider, the purchase price for Outrider's trailer(s) and/or cart(s) ("Product(s)") shall be as stated in the quote, and the purchase and sale of the Product(s) shall be subject to such other terms and conditions set forth in such quote. All prices are in US dollars. The price specified in Outrider's quotation is valid for 30 days beginning the day the quote was provided to Customer. Outrider requires a 40% initial deposit in order to begin manufacturing the Product. Outrider will invoice the Customer for initial deposit on a 'due upon receipt' basis. Customer will incur additional fees for all product changes requested after the PO or other acceptance of a quotation is sent to Outrider. The 60% balance along with change fees, if any, will be due on a net 30 basis when a second invoice is sent to Customer shortly after delivery of the Product.
- b. Payment Terms. All payment terms are subject to Customer's credit approval and all past due payments will accrue interest beginning on the date due through the date paid. The interest rate accrued for past due payments will be either (a) 18% per year compounded monthly or (b) the maximum interest rate permitted by applicable law, whichever is lesser.

3. Delivery Terms. Dates of delivery are determined on the date of Customer's acceptance of Outrider's quotation through the issuance of a PO by Customer or other writing by Customer. The issuance of such PO or other writing by Customer constitutes Customer's agreement with the applicable quotation, these terms and conditions and the notifications and provisions of Outrider's Safety and Operation Protocols appended to these terms and conditions. Dates of delivery provided by Outrider are estimates of approximate dates for delivery and are not a guarantee of any particular date of delivery. Delivery of the Product(s) are Ex Works (EXW). Shipping costs will be paid by Customer and will be included in the second invoice sent to Customer by Outrider as described in Section 2a above, except where delivery is by Outrider's vehicle or otherwise stated in a separate agreement. If Outrider is unable to deliver Product to Customer by agreed upon delivery date, Outrider must provide written notice of a revised delivery date to Customer. In the event that Customer fails to cooperate with Outrider in connection with the delivery of any Product and such Product remains on Outrider's premises for 15 days after the date of completion of such Product, Customer shall pay Outrider a storage fee of \$1,000 per day for each such Product beginning on the 16th day after such date of completion and ending on the date Customer accepts delivery for such Product and such Product is removed from Outrider's premises. Should Customer receive delivery of the Product at Outrider's manufacturing facility, no shipping costs, fees or expenses shall apply, but in the event Customer fails to accept delivery and remove any Product from Outrider's premises on or before 15 days after the

Outrider MGT LLC's 2025 Terms and Conditions are *proprietary and confidential*

date of completion of such Product, Customer shall pay Outrider a storage fee of \$1,000 per day for each such Product beginning on the 16th day after such date of completion and ending on the date Customer accepts delivery and removes such Product from Outrider's premises.

4. Shipping, Title and Risk. Shipping costs quoted by Outrider to Customer are estimates and are subject to change at the actual time of shipment. All shipping costs quoted by Outrider to Customer are Ex Works. Customer shall be solely responsible, at its own risk and expense, for the delivery of the Product to its desired delivery location. Customer agrees to arrange shipment on an Ex Works-basis. If Customer requests that Outrider arranges shipment of Product to Customer, Outrider will ship Product on the same Ex Works basis. Customer agrees to pay Outrider for all shipping and transportation costs Outrider incurs delivering the Product to Customer.

5. Inspection. Customer shall inspect the Product when delivery is received and shall provide written notice to Outrider listing material deviations from the quotation within [15] business days of arrival at shipping destination. Such inspection and notice shall not relieve Outrider of any warranty obligations pursuant to Section 8 below. Customer will be deemed to have accepted a Product unless it notifies Outrider of any such deviations and furnishes Outrider with written evidence of other documentation evidencing such deviations within such [15]-day period.

6. Taxes

- a. The quoted price of Product excludes all taxes, duties and fees, whether levied against Outrider or Customer. Customer shall be responsible for and shall pay when due and payable all existing and future taxes duties, fees and other charges of any nature, including but not limited to sales tax, excise tax, import duty and customs brokerage fees, imposed or assessed by any governmental authority of any state or country in connection with Customer's purchase of Outrider's Product or provision of or payment for Products hereunder.
- b. The sales tax jurisdiction and the sales tax rate paid will be determined by location/address where transfer of custody of Product(s) occurs. If Customer picks up Product(s) in Oklahoma, Customer will pay Oklahoma sales tax. If Customer opts for Outrider to arrange shipment of Product(s), sales tax jurisdiction and rate is governed by the delivery address (where custody of Product(s) transfers).
- c. If Customer has a sales tax exemption for the jurisdiction governing sales tax, proof of said exemption must be provided to Outrider at the time of purchase.

7. Waiver of Certain Damages. NEITHER OUTRIDER NOR ITS AFFILIATED AND RELATED COMPANIES OR ANY OF THEIR DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, PARTY, OR ENTITY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, INTEREST OR INCREASED EXPENSES OF OPERATION OF ANY FACILITY OR EQUIPMENT, WHETHER ARISING UNDER OR ASSOCIATED WITH LIABILITY UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY, WITHOUT FAULT) OR PROPERTY, OR AT COMMON LAW OR IN EQUITY, VIOLATION OF ANY DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTE, OR OTHERWISE, AND WHETHER CAUSED BY UNAVAILABILITY OF THE EQUIPMENT, DELAYS, SHUTDOWNS, SERVICE INTERRUPTIONS OR OTHERWISE.

8. Limited Warranty. Outrider warrants that Products shall be free of all liens and encumbrances, Customer will receive good and valid title to the Products upon payment, and that all Products shall meet the specifications set forth in the governing quotation. Outrider further warrants that its Products will be produced and rendered in compliance with applicable laws, Products are new and do not contain any used or reconditioned parts, and the Product shall not fail to operate properly due to normal wear and tear for a period of 12 months from the delivery of such Product to Customer. Outrider shall, at its option and as Customer's sole remedy therefor, repair or replace any Product in breach with the limited warranty set forth in this Section 8, provided such breach is reported in writing to Outrider by Customer within 12 months from the delivery of the Product to Customer. Any breach of the limited warranty set forth in this Section 8 not so reported shall be

deemed waived. Unless otherwise agreed to by Outrider and Customer, Customer shall ship all Products covered by this warranty to Outrider for repair at Outrider's facility, with all freight to be paid by Outrider. The cost of such freight shall be reimbursed by Customer and the cost of diagnosing such defects shall be paid by Customer if the cause of such defects is found to be outside of the warranty terms of the Product. Any component, or part thereof, of the original Product so replaced or repaired, shall be warranted by Outrider for the remainder of the original Product warranty period. Under no circumstances does Outrider warrant the compatibility of any Product with that of any other product, hardware, software or system. This warranty shall not apply to Products that have been modified by Customer, improperly used by Customer or damaged due to condition beyond Outrider's control. Any missing or mutilated date codes or serial numbers on the Product will void the warranty. THE WARRANTIES PROVIDED BY OUTRIDER HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Cancellation. If Customer cancels an order for a Product (which cancellation may be declined by Outrider in its sole discretion), Customer shall reimburse Outrider for any and all losses incurred by Outrider as a result of the cancellation, including without limitation losses attributable to labor costs, restocking charges and costs of non-returnable materials. If written notice of cancellation is received after completion of the manufacturing of the Product but before delivery, Customer shall pay Outrider 80% of purchase price stated in the quotation.

10. Returns for Repair. Outrider's office, located at 8665 W 78th St S, Tulsa, OK 74131, should be notified in writing by Customer if Customer wishes to return a Product that is out of warranty to Outrider's facility for repair. If a Product is accepted by Outrider for repair, it will be repaired at a reasonable cost. Charges for the repair will include the cost of transportation back to Customer's location. All shipments sent to Outrider must be prepaid. Outrider reserves the right to refuse to repair any Product.

11. Returns for Credit. No Product shall be returned for credit without written authorization (which may be withheld in Outrider's sole discretion) and shipping instructions from Outrider. All Products returned must be items that Outrider is manufacturing and selling at the time of the proposed return. Material returned without written authorization from Outrider will be returned to Customer at Customer's expense. Products must be returned prepaid, unused and in new condition. If the Product is not a standard catalog item or has been used, the exact amount of credit will be dependent upon the current demand of the item to be returned and its "as received" condition. Outrider will not accept for return any item specially manufactured for Customer or a customer of Customer. Products containing special materials may not be returned for credit.

12. Limit of Liability.

- a. Notwithstanding anything to the contrary in this document, but subject to Section 12(b) of these terms and conditions, the parties agree that Customer shall, to the maximum extent permitted under law, release, defend, indemnify and hold Outrider, its affiliated and related companies and each of its/their respective directors, managers, officers, employees, consultants, agents and invitees, harmless from and against any and all claims, demands, causes of action, liabilities, damages, judgments, awards, losses, costs, penalties, fines and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) of any kind or character arising after risk of loss has passed to Customer asserted by or in favor of any person, party or entity (including but not limited to Customer, Outrider or any third party) ("Claims"), including, but not limited to, those arising from or related to damage to or loss or destruction of real or personal property, personal or bodily injury to, sickness, disease or death of any person, any contamination or adverse effect on the environment, the manufacture, transportation, storage or handling of any materials in connection with using the Products, and/or any indirect, incidental, special, punitive, exemplary or consequential damages or losses (which shall include any and all damages and losses for lost production, lost revenue, lost product, lost profit, lost business or business interruptions), REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION ANY FORM OF NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF OUTRIDER, CUSTOMER, OR ANY OTHER PERSON, PARTY OR ENTITY.

- b. In the event that Section 12(a) of these terms and conditions is found to be unenforceable under law, the parties agree that Outrider's maximum aggregate liability with respect to these terms and conditions and the applicable quotation and its subject matter shall be strictly limited to the lesser of: (i) the applicable order value for the Products furnished by Outrider to Customer, or (ii) two hundred forty-five thousand US dollars (US\$245,000.00) ("Maximum Liability") and Customer shall release, defend, indemnify and hold Outrider harmless from and against any and all Claims in excess of the Maximum Liability, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION ANY FORM OF NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF OUTRIDER, CUSTOMER OR ANY OTHER PERSON, PARTY OR ENTITY.

13. Change of Design.

- a. Outrider expressly reserves the right to change or modify the design and construction of any of its Products without obligation to furnish or install such changes or modifications on Products previously or subsequently sold.
- b. Customers choosing to deviate from standard Products through changes or modification of designs and/or construction will have a customized Product and must adhere to the Customized Product Process as described in Section 13c.
- c. The Customized Product Process ("CPP") requires Outrider to spend time and money to ensure the desired Product is delivered to Customer. Customer understands a non-recurring design fee will be charged by Outrider to Customer as part of the CPP, which shall be contained in Outrider's quotation. All design, engineering, and production costs for Products stemming from the CPP that are above and beyond standard Product pricing will be reviewed and approved by Customer before Outrider commences work associated with said incremental costs. Customer agrees to engage with Outrider team to design CPP Product. Customer must approve all revised drawings stemming from CPP before any manufacturing begins. Customer agrees to promptly respond to Outrider's CPP-related questions in a timely manner. The failure to promptly respond could cause Outrider to cease all work on Customer's CPP order and Customer to lose its priority standing as it relates to both Outrider's production schedule and its design work. Once manufacturing begins, Outrider will build the first article that must be approved by Customer before manufacturing of any further CPP Products commences. If Customer waives any of these protocols, Customer agrees to pay for all design, engineering, and production costs associated with their requested modifications. Customer agrees that delivery dates on any Product(s) stemming from an CPP provided by Outrider are merely estimates and are subject to change for a variety of reasons. Outrider is responsible for updating Customer on all delivery date changes.

14. Cylinder Recertification. The following terms and conditions shall apply to any request by a Customer for Outrider to recertify any cylinder on a Pro Trailer.

- a. Outrider requires a 100% down payment for cylinder recertifications.
- b. The Pro Trailer MUST be received by Outrider COMPLETELY PURDGED OF NATURAL GAS, or Customer will be charged an additional \$6,000 on final invoice and the service time will be extended by 30 business days.
- c. If, after receiving a trailer from Customer to be recertified, Outrider finds liquids in any of the Outrider Pro's cylinders (i.e., due to wet gas, compressor oil, water, etc.), Customer will pay Outrider \$500 for each cylinder that requires the removal of said liquids and the cleaning of the cylinder itself.
- d. Outrider requests that Customer communicate any concerns or issues it has seen with its Pro Trailer while in operation prior to the recertification process.

- e. Outrider will replace parts such as O-rings and items that have experienced normal wear and tear up to a limit of \$1,500 in total costs. If Outrider identifies a need to replace or update one or more parts of a Pro Trailer that exceeds the \$1,500 in total costs, Outrider will inform Customer and issue a quote for the replacement or update, and Customer and Outrider must agree on cost before Outrider will move forward. Untimely response from Customer could extend the service time.
- f. Outrider assumes Customer completed regular maintenance on its Pro Trailer and such Pro Trailer is in good working order, unless otherwise communicated by Customer. If regular maintenance was not performed Outrider reserves the right to charge Customer for costs needed to bring the Pro Trailer in good working order. Such required regular maintenance, includes, but is not limited to:
 - i. Wheel bearings need to be routinely checked. If not, Customer will be charged \$1,300 for all four wheels.
 - ii. Brake pads need to be routinely checked and in good condition. If not, Customer will be charged \$1,000 to bring up to good condition.
 - iii. Each Pro Trailer must have an annual state inspection (if applicable). If not, Customer will be charged \$350 per Pro Trailer.
 - iv. Each fire extinguisher must have an annual inspection. If not, Customer will be charged \$350 per fire extinguisher.
 - v. Hitch must be checked for wear and/or need for application of grease. If not, Customer be charged a reasonable charge to correct.
 - vi. Regular maintenance of pod (i.e. for leaks, replaced rain caps on regulation panel reliefs, etc.). If not, Customer be charged a reasonable charge to correct.
 - vii. Maintenance of regulation panel, including ensuring yellow rain caps remain on regulation panel relief valves. Outrider will replace O-rings and items that have normal wear and tear not to exceed \$1,500. For example, if water is in relief valves on regulation panel because yellow rain caps were not replaced, Outrider will charge Customer a rebuild fee of \$500 per relief valve.
- g. Customer acknowledges and agrees that if a cylinder fails re-certification, Customer will have to purchase a new cylinder through Outrider. While this does not happen often, it is a cost Customer needs to be aware of. Outrider will work with Customer to get best price on a replacement cylinder.
- h. Outrider assumes any modification Customer makes to a Pro Trailer meets with all laws, codes and standards that govern both on road transport of the Pro Trailer and being a temporary part of the infrastructure. If Customer has modified a Pro Trailer in such a way that violates existing laws, codes and standards, Outrider reserves the right to remove said modifications and to send Pro Trailer back to Customer in similar condition as it was first shipped out to Customer. Any work performed by Outrider to bring the Pro Trailer back into compliance with applicable laws, codes and standards will be at cost of Customer and such costs will be communicated to Customer prior to the work being performed by Outrider.
- i. Outrider reserves the right to deem a Pro Trailer unsafe for field use if Customer refuses Outrider's recommended changes. To receive the Pro Trailer back, Customer either has to sign an indemnification to hold Outrider harmless and acknowledge manufacturer's recommended changes were not done OR Outrider reserves the right to hold the equipment until a mutually agreeable resolution is found.
- j. Outrider will send an updated manufacturers traceability report (MTR) indicating any change in parts or additional services provided. This will be an addendum to the original MTR provided by

Outrider.

- k. Outrider will update Customer's data plate on Pro Trailer to reflect cylinder recertification and future test dates needed.
- l. If Customer uses a party other than Outrider to recertify a cylinder on a Pro Trailer, Outrider bears no liability for any performance issues or violations of existing laws, codes and standards stemming from the work of such third party.

15. Confidentiality and Intellectual Property. Outrider's quotation, purchase price, design, construction, application and operation of the Products embody proprietary and confidential information of Outrider. Customer shall maintain this information in strict confidence and shall not disclose it to others, subject only to disclosure required by law or legal process. The sale of Products by Outrider to Customer does not convey to Customer any intellectual property rights contained in or associated with the Products, including, but not be limited to, compilations, concepts, discoveries, documents, developments, data, artistic and literary works, design, ideas, improvements, information, inventions (whether patentable or otherwise) methods, processes, technologies, trade secrets, works of authorship, copyrights, patents, trademarks, service marks, industrial designs, integrated circuit topographies, or otherwise and all applications, filings, registrations and the like related there ("Intellectual Property"). If Customer emails the code word 'boysenberry' to its Outrider salesperson before submitting its order, Outrider will apply a one-time 1% discount to Customer's order. To qualify for this discount, we ask that Customer tells its friends – old and new – about its customer experience with Outrider. Please note that this 1% discount cannot be applied to more than one order per customer. Customer shall have no Intellectual Property rights in the Products of Outrider and all Intellectual Property rights shall continue to be the property of Outrider. Customer shall not reverse engineer or permit others to reverse engineer, for any purpose, including the manufacturing of similar Products.

16. Force Majeure. If either party is unable by reason of Force Majeure to carry out any of its obligations under this agreement, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include any event that is beyond the reasonable control of the party so affected including, without limitation, acts of God, pandemics, laws and regulations, government action, war, civil disturbances, hijack, piracy, criminal action by a third party, cyberattacks or computer hacking, threats or acts of terrorism, strikes and labor problems, delays of vendors or carriers, lightening, fire, flood, washout, storm, breakage or accident to equipment or machinery and shortage of raw materials.

17. Laws, Rules, Regulations and Export Control. Outrider and Customer agree to and will comply with all laws, rules, regulations, decrees of any governmental or regulatory body having jurisdiction over the Products, and industry trade organizations. Customer acknowledges that Products and/or related technical data covered by these terms and conditions may be subject to U.S. and/or foreign trade controls. The Products are designed and manufactured for use in North America. A special permit that governs the use of the carbon fiber cylinders contained in Products limits the use of the Products to North America.

18. Governing Law and Venue. The sale of Product (including these terms and conditions) shall be governed by and interpreted in accordance with the laws in force in the State of Oklahoma. In the event of a dispute, the parties first agree to a single mediator in an attempt to find an amicable resolution. Should mediation prove unsuccessful, the parties agree to submit the dispute to binding arbitration with a single arbitrator agreed upon by both parties. The parties agree to equally share the cost of mediation and arbitration; however, the prevailing party in any arbitration shall be entitled to reasonable attorney's fees. All mediation and arbitration shall take place in Tulsa, Oklahoma.

19. Compliance with Applicable Laws.

- a. As it pertains to the Product(s), Customer and its affiliates, officers, directors, managers and employees shall comply with all applicable laws, rules, executive orders, presidential directives and regulations of all federal, state, local and other governmental authorities.
- b. Customer is responsible for knowing and adhering to all applicable laws, rules, regulations, decrees of any governmental or regulatory body having jurisdiction over the Products, and

industry trade organizations that govern the transportation and use of Product(s) purchased. It is not Outrider's responsibility to ensure Customer is compliant with any applicable federal and/or local codes, regulations and standards.

20. Compliance with Outrider's Recommended Protocols. Attached to these terms and conditions are Outrider's Safety and Operation Protocols for its Pro Trailer. Customer agrees at all times to cause the operation of the Pro Trailer by Customer and/or its employees and/or agents shall comply with such Safety and Operation Protocols. Customer agrees to notify all persons operating, maintaining or servicing a Pro Trailer of Outrider's Safety and Operation Protocols. Customer acknowledges that the attached Safety and Operation Protocols are not an exhaustive list of safety and operational protocols.

21. Modifications. Each Product is intended to be used as designed and manufactured by Outrider. Any modification made to any Product shall nullify the limited warranty set forth in Section 8 and shall be done at Customer's sole risk. Customer further acknowledges that as the owner/operator of Product(s), any change, modification, or adaptation to any Product (including that violate any existing law, code or standard pertaining to the operation of pipeline infrastructure) is done at Customer's sole risk and is solely Customer's responsibility. UNDER NO CIRCUMSTANCES SHALL OUTRIDER BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY PRODUCT THAT HAS BEEN MODIFIED BY CUSTOMER OR A THIRD PARTY.

22. No Assignment. Customer shall not assign or delegate the order of a Product or its rights or obligations thereunder, in whole or in part, without the prior written consent of Outrider, and any attempted assignment without such written consent shall be void.

23. News Release. Outrider may issue a news release concerning the sale of its Product to Customer unless specifically requested otherwise by Customer in writing.

24. General Terms. Failure of Customer or Outrider to enforce any of these terms and conditions shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provision of these terms and conditions, or a portion thereof, be unenforceable or in conflict with governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and these terms and conditions shall be construed as if such provisions, or portion thereof, were not contained herein. These terms and conditions contain all representations of the parties and supersede all prior oral or written agreements or representations. Customer acknowledges that it has not relied on any representations other than those contained in these terms and conditions. These terms and conditions shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by both parties.

25. Entire Agreement. These terms and conditions, the applicable quotation, the attached Safety and Operations Protocols and any owners' manual delivered by Outrider to Customer with any Product supersede all prior and contemporaneous communications regarding the subject matter hereof and constitute the complete and exclusive statement of the transaction between the parties regarding the subject matter hereof.

SAFETY AND OPERATION PROTOCOLS

⚠ All users of the Pro Trailer MUST read and follow this information and all product safety signs and labels before and while using this product. Failure to do so can result in PROPERTY DAMAGE, SERIOUS INJURY AND/OR DEATH.

⚠ WARNING – Operation Safety Information

1. Outrider highly recommends ALL users of the Pro Trailer to be Operator Qualified according to industry standards. Outrider will not be responsible for actions of Customer's operators that are not properly trained to use natural gas equipment like the Pro Trailer. Outrider reserves the right to notify Customer of any concerns of which Outrider becomes aware regarding the qualifications of Customer's operators of the Pro Trailer.
2. The Pro Trailer MUST be pulled by a fully qualified and trained hazmat endorsed driver. Customer must ensure that its hazmat driver, or any other of Customer's applicable staff, has a copy of DOT safety book (as of the date of these terms and condition, DOT safety book ERG2024) with the first page given to his/her supervisor. When pulling a Pro Trailer, Customer's hazmat driver MUST have:
 - a. Hardcopy of applicable DOT Emergency Regulations Guide safety book located in cab with driver,
 - b. Bill of lading (if required), and
 - c. Up to date DOT special permit in trailer document box.
3. Drivers MUST follow all rules of the road and operate with care to avoid property damage, serious injury and/or death of driver and others.
4. Customer must require its employees using the Pro Trailer to perform pre and post-trip inspections. Pre and post-trip inspections should incorporate a 360 degree walk around of each Pro Trailer. The information below can be used by Customer when developing its inspection checklists. Examples of recommended pre and post-trip inspection items are:
 - a. Check Pro Trailer brakes and brake lines before every use of the trailer.
 - b. Check the Pro Trailer's breakaway system before every use making sure the battery is charged and the switch is operational.
 - c. Make sure the Pro Trailer and truck brakes are synchronized and functioning properly.
 - d. Check that the Pro Trailer is towing in a level position and adjust the hitch height if required.
 - e. Inspect Pro Trailer's leaf springs for wear or loss of arch.
5. While the Pro Trailer is in transit, all valves MUST be in the fully closed position.
6. If the Pro Trailer was purchased with a regulation panel, the lockout relief valves MUST be locked open before use.
7. If the Pro Trailer was purchased with a regulation panel, the regulators on the regulation panel need to be certified per DOT CFR 192.747.

8. If the Pro Trailer was purchased with a catalytic heater, it **MUST** be manned at all times while in operation.
9. It is highly suggested that Customer installs a location tracker on all of its Pro Trailers so that at any given moment the trailer can be located.
10. The component parts that make up the Pro Trailer are compatible. Modification of the Pro Trailer may result in the violation of existing laws, codes, and standards and/or hazards. Customer agrees that Outrider is not responsible for any consequences stemming from unapproved modifications to the Pro Trailer.

⚠ WARNING – Trailer Base Inspection and Maintenance for Safety

1. Check all related and appropriate maintenance schedules and make sure they are up to date.
2. Regularly check Pro Trailer tire pressures and adjust to the tire manufacturer's specifications.
3. Regularly inspect all tires for cuts, excessive wear, bulging, missing tread, etc.
4. Regularly check wheel mounting nuts/bolts with a torque wrench. Torque in proper sequence and to the levels specified for the lug nut size on the Pro Trailer.
5. Regularly inspect the Pro Trailer's wheel bearings and cups for corrosion and wear. Clean and repack if necessary.
6. Regularly inspect axle bearings to assess their general condition and to identify any contaminants. Inspect the grease in the bearings to assess its color and cleanliness and replace as necessary.
7. If required by the Customer's state, have the Pro Trailer(s) DOT inspected by a qualified technician annually. The proof of inspection certificate/sticker must be affixed to the Pro Trailer at all times.
8. Have the Pro Trailer's fire extinguisher inspected annually.
9. Regularly inspect the Pro Trailer hitch for signs of wear that could pose a problem during transit. If using a ball hitch, make sure the ball is properly lubricated.
10. Check operation of all lights for functionality and to ensure they are free from damage (i.e., cracked or missing lenses, burned bulbs, LED diodes etc.)
11. Regularly inspect the tongue of the Pro Trailer including the C-channel frame that makes up the body and tongue of the trailer base, as well as the remainder of the trailer frame. Look for signs of obvious distress, cracks, rust points, etc. Notify Outrider immediately if any such issues are identified.

⚠ WARNING – Cylinder Inspection and Maintenance for Safety

- If there is an issue with the cylinders, cylinder/tank head valves or pressure relief devices, please contact Outrider. Do **NOT** attempt to work on these items without notifying Outrider. All items beyond the cylinder valve can be fixed by Customer in the field.
- When performing a leak check, use Snoop Leak Detector Fluid, Big Green, or Sherlock. **NEVER** use Dawn or dish soap as it corrodes the fittings.

- The Type III carbon fiber cylinders have a life cycle of 15 years. Every 5 years the DOT requires that the cylinders be re-certified by an approved recertification facility. Contact Outrider for a list of such facilities.
- Make sure the yellow rain caps located on the vent tubing on the roof of the pod are securely in place. These yellow caps keep rainwater out of the system, which is critical to keeping relief valves in working condition.

⚠ WARNING – Actions to Avoid for Safety

- Do NOT smoke or allow any open flame or spark anywhere near a Pro Trailer. Any ignition source has the capability of causing a fire or explosion resulting in property damage, serious injury and/or death if a leak is present. Extreme caution must always be used during the life of this trailer.
- Do NOT remove the decals/placards or data plate from the Pro Trailer. The following materials and decals are installed on all delivered trailers by Outrider according to DOT 49 CFR 172: Data plate on lower right of inside of back trailer cabinet, Natural Gas, Compressed decals (one on each of 4 sides), DOT Special Permit decals (one on each of 4 sides), 1971 Hazmat Placards (one on each of 4 sides), and Outrider trailer serial number decals (one on front of trailer and one on rear of trailer). This data plate and these decals are required by the Department of Transportation. Outrider installs them according to DOT regulations. If not replaced properly, the removal of placards and decals could result in the violation of existing federal codes and standards, failure of notice to users, and property damage, serious injury and/or death.
- Do NOT OVERLOAD the Pro Trailer: Avoid exceeding the Gross Axle Weight Rating (GAWR) specified on the trailer's identification plate. Overloading can compromise safety and affect towing stability.

⚠ WARNING – Emergency Safety Protocols

1. Accident: If Customer's Pro Trailer is involved in an incident or accident, Customer should contact authorities immediately. Once everyone is safe and out of harm's way, please contact Outrider per 49 CFR 171.15 and 171.16, which requires Customer to report incidents involving hazardous materials.
2. Stolen Trailer: If Customer's Pro Trailer is stolen, Customer should report it to the police department as soon as possible. Let them know it contains 52 MCF of natural gas and could be used as a weapon. Customer will need to ask its local law enforcement to contact Homeland Security as well.