CLEAN FUEL TECHNOLOGIES

FUEL CYLINDER EXTENDED WARRANTY

(this "**Warranty**")

Warranty Statement

Cummins Clean Fuel Technologies ("**CCFT**") offers a selection of Extended Warranty Plans for CCFT fuel systems to meet business and application needs. Extended warranties can be purchased through the base warranty period of the fuel system.

Extended Warranty Period

The extended warranty coverage is the total time from base warranty start of the fuel system. The warranty will cover warrantable failures of covered components during the extended warranty period purchased to the original purchaser only.

Scope of Warranty

During the Warranty Period, CCFT will repair or replace defective or nonconforming components of the CNG Fuel System. CCFT liability is limited to the cost of repairing or replacing any such defective or nonconforming components of the CNG Fuel System and in no event will CCFT responsibility extend to any componentry, equipment or apparatus other than of CCFT own manufacture or supply. CCFT parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. CCFT is not responsible for failures resulting from the use of parts not approved by CCFT. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

It is agreed that CCFT shall not be liable for incidental or consequential damages including, but not limited to: loss of income or lost profit; vehicle downtime; third party damage, including damage or loss to other vehicles or property, attachments, trailers and cargo; loss or damage to personal contents; communication expenses; lodging and/or meal expenses; fines; applicable taxes or business costs or losses; attorney's fees; and any liability you may have in respect to any other person or entity.

CCFT is not responsible for towing or roadside assistance should there be a defect in the fuel system.

CCFT reserves the right to inspect and download data from the Vehicle, Engine, and Fuel System Electronic Control Modules for purposes of failure analysis.

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There are no other warranties, express or implied, made by CCFT on the CNG Fuel System, except as expressly set forth above.

Non-Transferable

This Warranty is non-transferrable and applies only to the first purchaser of the fuel system, and applies only to defects that adversely affect the function of the CNG Fuel System.

Conditions and Restrictions

As a condition of this Warranty, purchaser is responsible to ensure the proper use, operation, maintenance of, washing, cleaning and care for the CNG Fuel System as set forth in the Cummins Clean Fuel Technologies CNG Fuel System Operator Manual (the "**Manual**"). Any of the following will void this Warranty immediately with no notice required and CCFT will be absolved of any and all liability with respect to the applicable CNG Fuel System: (a) any failure to perform proper maintenance on any CNG Fuel System or
to properly use, operate, maintain or care for the CNG Fuel System in accordance with the Manual; (b) filling the CNG Fuel System with any amount of contaminated CNG or any fuel other than CNG; (c) the use of the CNG Fuel System for any purpose other than the specific purpose for which it was designed; or (d) any failure to follow CCFT instructions with regard to installing the CNG Fuel System.

No service is permitted to be performed on any CNG Fuel System unless the service is performed by a properly trained and certified CNG service technician (a "**Qualified CNG Technician**"). Improper service procedures can cause property damage, bodily harm or death if not performed properly. This Warranty will immediately become void on any CNG Fuel System that is serviced by any person other than a Qualified CNG Technician. CCFT recommends that purchaser ensures that copies of all maintenance records and receipts are maintained for review by CCFT in the case of any warranty claim. Warranty repairs to the CNG Fuel System must be performed by a service center designated by CCFT.

Qualified CNG Technician is someone who has competed both the following:

- CNG Safety Training from one of the following:
  - Cummins Clean Fuel Technologies
  - Cummins Engine Company
  - Another organization pre-approved by Cummins Clean Fuel Technolgies
- CNG Service Experience from one of the following
  - Training from one of the following:
    - Cummins Clean Fuel Technologies
    - Cummins Engine Company
    - Another organization pre-approved by Cummins Clean Fuel Technologies
  - 2 years experience working on CNG fuel systems on heavy duty vehicles
  - Pre-approval from Cummins Clean Fuel Technologies

Purchaser shall deliver written copies of the Manual, which includes CCFT CNG Fuel System maintenance and inspection requirements and service life limitations, to each customer of purchaser that purchases a vehicle that includes an installed CNG Fuel System and any employee of purchaser who operates a vehicle equipped with a CNG Fuel System.

Cylinder Inspection

Once installed, all CNG fuel storage cylinders ("**CNG Fuel Cylinders**") must be regularly inspected for external damage and deterioration by a Qualified CNG Fuel Cylinder Inspector in accordance with the inspection procedures set forth in the Manual and CGA 6.4 Methods For External Visual Inspection of Natural Gas Vehicle (NGV) and Hydrogen Gas Vehicle (HGV) Fuel Containers and their Installations, section 5 Qualifications of Inspector. CNG Fuel Cylinders that included in a CNG Fuel System mounted on a vehicle involved in an accident or fire must be inspected prior to being returned to service. CNG Fuel Cylinders that exhibit damage or deterioration, or that have exceeded the terms of their service life are to be immediately depressurized following procedures set forth in the Manual, permanently removed from service and appropriately destroyed. Failure to properly maintain and inspect cylinders may result in warranty being voided.

Third Party Parts

Purchaser acknowledges that the CNG Fuel System may contain, be contained in, incorporated into, attached to or packaged together with component parts manufactured by a third party not affiliated with CCFT, and that such third party parts include, but are not limited to the following: (a) CNG Fuel Cylinders; (b) check valves, (c) pressure regulators, (d) pressure relief devices; (e) manual shut-off valves and other valves; (f) high and low pressure filters; (g) pressure gauges and fittings; and (h) fill receptacles ("**Third Party Parts**"). Third Party Parts may be covered under a separate warranty from the manufacturer of such parts. Notwithstanding anything in this Warranty, CCFT liability for the repair or replacement of any Third Party Parts is limited to the repair or replacement provisions of the warranty extended to CCFT by the manufacturer of that device during the Extended Warranty Period.

Exclusions from this Warranty

This Warranty does not cover damages or failures that, directly or indirectly, result from or are caused by any of the following: (a) accident, collision or objects striking the vehicle (including driving through a truck wash); (b) theft, vandalism or riot; (c) fire or explosion; (d) the use of contaminated or improper fuel or fluid; (e) customer-applied chemicals or accidental spills; (f) alterations or modifications of the vehicle, including the body, chassis, or components, if applicable, after the CNG Fuel System has been installed on the vehicle; (g) tampering with the vehicle, the emissions systems or with the other parts of the vehicle that affect these systems (for example, but not limited to, exhaust and intake systems); (h) the installation or use of a non- CCFT approved part; (i) system user's improper CNG filling procedure error; (j) defueling error or system maintenance without removing the CNG from the CNG Fuel System; (k) abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper

storage, improper handling, improper maintenance, the lack of reasonable and necessary maintenance as set forth in the Manual, abnormal physical stress, abnormal environmental conditions, or use contrary to the instructions of CCFT or its authorized representative; or (l) use with any third party products or hardware that have not been previously approved in writing by CCFT.

This Warranty does not cover: (a) parts and labor used in connection with the maintenance of the CNG Fuel System; or (b) the replacement of CNG Fuel System parts that fail due to ordinary wear and tear. Purchaser is responsible for these items, which are set forth in Section 5 of the Manual.

This Warranty does not cover damage caused by service performed outside of the certification standards set forth by the regulatory agencies.

The Extended Cylinder Warranty only covers the actual fuel cylinders and the following items are excluded from the Fuel Cylinder Extended Warranty:

- Any components or appurtenances attached to the cylinder such as but not limited to valves, fittings, plugs
- O-Rings
- Labels

Warranty Claim Procedures

During the Warranty Period, purchaser will advise CCFT in writing of any warranted defects by no later than 15 calendar days after the date of the initial discovery of the applicable defects. The date of initial discovery will be deemed to be the date of discovery by purchaser or purchaser's customer, whichever date is earlier.

In the case of any warranty claim, upon the direction of CCFT, purchaser shall promptly cause the delivery of the applicable vehicle to the service center designated by CCFT. Defective CNG Fuel Systems or CNG Fuel System component parts shall be retained for 60 days. CCFT may request return of parts for warranty evaluation. In the event of parts return, CCFT will issue a RMA number for the requested part. CCFT will bear the cost of ground shipment of return parts for evaluation. Parts are not be returned to CCFT without CCFT's RMA. After parts evaluation, CCFT reserves the right to reject any claim that is determined to not be a warrantable failure. Any parts discovered to have warranted defects during the Warranty Period will, at CCFT's sole option, either be repaired or replaced by CCFT. The manner of any such part repair or replacement will be conducted as determined by CCFT. The expense of such part repair or replacement, including ground freight cost between purchaser's facility and the designated service center, will be borne by CCFT.

Extended Warranty Availability

The available Extended Cylinder warranties are listed below based on vehicle application. Linehaul and Vocational applications are defined as:

CLEAN FUEL TECHNOLOGIES™

CCFT Fuel Cylinder Extended Coverage		
Application Type	**Duration**	Option
All	3 Years/300,000 miles	AY53-1000-CY-3/300

Cummins Cleans Fuel Technologies Contact Information

To obtain additional information regarding this Warranty or to obtain warranty claim instructions, please call CCFT customer service at 844-264-8265 or visit www.cumminscleantech.com. Please be prepared to provide the applicable part numbers and serial numbers with respect to the CNG Fuel System.

General Disclaimer

THE WARRANTY EXPRESSLY PROVIDED FOR ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY CCFT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY (A) NEITHER CCFT NOR ANY PERSON ON CCFT's BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY CCFT, OR ANY OTHER PERSON ON CCFT BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS WARRANTY. CCFT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY. THE CNG FUEL SYSTEM AND ALL OTHER PRODUCTS AND SERVICES THAT MAY BE PROVIDED BY CCFT IN CONNECTION THEREWITH ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

Disclaimer of Certain Damages

UNDER NO CIRCUMSTANCES AND IN NO EVENT WILL CCFT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, LOSS OF REVENUE, LOST PROFITS, DAMAGE OR OTHER INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE CNG FUEL SYSTEM. IN CONNECTION THEREWITH, IN NO EVENT WILL CCFT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY TIME OR INCOME THAT MAY BE LOST, ANY INCONVENIENCE SUFFERED, THE LOSS OF TRANSPORTATION OR VEHICLE USE, THE COST OF RENTAL VEHICLES, TOWING COSTS, FUEL, TELEPHONE, TRAVEL, MEALS OR LODGING OR THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY IN CONNECTION WITH THIS WARRANTY.



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