

## California Vanpool Authority

### **AGENDA ITEM 6-3.**

April 11, 2024

Prepared by Georgina Landecho, Executive Director

### **SUBJECT:**

**ACTION:** Approval of Resolution 24-009 of Intent to Purchase DANNAR MPS Units

### **BACKGROUND:**

To stay ahead of the need to have a ready non-grid power source; to help become somewhat free of the reliance on public infrastructure; and to bring temporary infrastructure to our new facility, staff has researched various charging systems. The DANNAR, a military-grade Mobile Power Station (MPS), application is a viable charging solution. This is a huge step towards agency independence and reliance on public infrastructure.

### **RECOMMENDED ACTION:**

Staff is recommending the CalVans Board adopt Resolution 24-009 providing staff with the ability to execute the purchase of the first two (2) DANNAR MPS units at a discount rate and the conditional purchase, based on available CORE funding, of (8) eight more units. The current purchase price per unit is \$597,490 with an additional \$5,000 for staff training. Due to the delay in delivery time, it is necessary to order them now to get our order in the queue. If approved, the delivery time would be in the fall of 2024, for the first two.

### **FISCAL IMPACT:**

Initially, there may be no realized cost savings monthly until a true comparison between ICE and EV can be determined. CalVans currently spends \$77,000 weekly or \$4 million annually on fuel for ICE (internal combustion engines), CI (compression ignition) for diesel, and for CNG (compressed natural gas) vehicles. CalVans is in the process of developing long-term plans for permanent EV infrastructure once the new facility is secured. In preparation for the incoming EV's the need for constant and reliable charge will become critical for CalVans operations; for the success of increasing VMT, reducing GHG levels in regions served, and not tasking the end user with impractical charge time.

### **ATTACHMENT(S):**

1. Exhibit A. DANNAR MPS Information
2. Attachment 6-3 Resolution 24-009 of Intent to Purchase DANNAR MPS units

**CALIFORNIA VANPOOL AUTHORITY**

**RESOLUTION NO. 2024-009**

**RESOLUTION OF THE CALIFORNIA VANPOOL AUTHORITY AUTHORIZING THE APPROVAL OF THE PURCHASE OF TWO DANNAR MPS UNITS**

**WHEREAS**, the California Vanpool Authority (CalVans) desires to secure an ungrided charging solution and has researched many options. CalVans has elected a single-source vendor to meet the current demand.

**NOW THEREFORE, IT IS RESOLVED**, that the California Vanpool Authority wishes to purchase two DANNAR MPS units that will be stationed at the busiest facilities with the greatest need for EV charging. The DANNAR MPS units will be stationed at CalVans' headquarters in Visalia, California in Tulare County, and a second in its second-largest facility in El Centro, California in Imperial County.

**FURTHER RESOLVED** that the Executive Director, Georgina Landecho, or designee is authorized to execute the EXCLUSIVE AND LIMITED WARRANTIES terms and conditions herein described as Exhibit B and to move forward with the purchase of two reduced cost MPS units.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Directors of the California Vanpool Authority this 11th day of April 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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Steve McShane, Chairperson of the Board of Directors  
California Vanpool Authority

Chair of the California Vanpool Authority a Joint Powers Authority,  
a public transit agency existing under the authority of California  
Government Code § 6500 et seq.

IN WITNESS WHEREOF, I have set my hand this 14<sup>th</sup> day of April 2024. I, Georgina Landecho, Secretary of the CalVans Board of Directors, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the CalVans Governing Board at its regularly called and conducted meeting held on April 11, 2024.

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Georgina Landecho, Executive Director  
Secretary of the CalVans Board of Directors  
California Vanpool Authority

## **ADDITIONAL RESEARCH AND BACKGROUND:**

The cost of EV charging infrastructure can vary widely depending on the type of charging station and the location. The three primary types of charging stations are Level 1, Level 2, and Level 3 (DC fast charging).

Level 1 (L1) charging stations are the slowest, providing up to 4 miles of range per hour of charging.

Level 2 (L2) chargers are faster, providing up to 25 miles of range per hour of charging.

DC fast (L3) charging stations are the fastest, providing up to 200 miles of range in just 30 minutes of charging, depending on the vehicle.

The cost of charging increases as the charging speed increases.

For agency business, Level 1 EV charging is not sufficient for daily use due to the slow charge times. Level 2 charging stations are much faster than Level 1, but that comes with a higher price tag. The pricing for Level 2 EV charging stations can vary depending on the manufacturer, model, features, and installation costs and can cost anywhere from \$1,500 to \$5,000 for just the equipment alone. This process will cost hundreds of thousands of dollars and will take anywhere from 12 months to 2 years to complete making the EV charging infrastructure a complex and involved process but can be an important investment in the future of the organization. For CalVans, this process is also too long.

Building EV infrastructure involves determining the need, developing a plan, choosing a location, obtaining permits, installing the equipment, testing, and ongoing maintenance.

These charging stations typically plug directly into a standard wall outlet. However, additional installation and labor costs still need to be considered depending on the location of the EV charger. Electrical wiring may need to be done, you may need to update the grid and receive the necessary permits. In addition to the cost of the electrical vehicle supply equipment (EVSE), there will be installation costs to consider, such as the cost of running electrical wiring to the charging station, installation/construction labor costs, electrical grid updates, and permitting/compliance costs. Factors that will determine the price of these additional costs are grid access, distance from the electrical panel, site readiness, and inspections. Overall, with the installation and EVSE costs, installing one Level 2 EV charging station can cost upwards of \$10,000, not including the ongoing and regular maintenance of the equipment.

It's also important to note that while Level 2 charging stations are faster than Level 1 stations, they still may be insufficient to keep up with daily operations depending on how far and often they are being used.

Level 3 (DC fast charging) EV charging stations are by far the fastest charging stations available for electric vehicles. It also involves the most invasive installation and longest lead times but is typically the quickest charging solution to keep vehicles on the road the longest.

In addition to the EV charger cost, there are a lot of installation and labor costs associated with installing a Level 3 EV charging station. DC fast chargers require a high-voltage power supply and a specialized connection, so electricians will need to be hired, for site plan development along with permits, inspections, and fees to meet safety codes. Trenching and digging are also a part of the installation process which requires a construction crew on-site. And finally, after the installation is complete it will need to be thoroughly inspected and tested to make sure it is functioning properly as well as regular maintenance to keep it operating.

Level 3 EVSE starts at about \$20,000, but as much as \$100,000 for a Level 3 EV charger with more advanced features such as multiple charge ports or integrated energy storage. The installation costs alone can amount to around \$100,000 making the total investment for a **Level 3 EV charging station as high as \$200,000 per charger.**

Another significant cost associated with EV charging infrastructure is the **cost of electricity**. Unlike traditional gas stations, EV charging stations need to purchase electricity from the grid to charge electric vehicles.

The cost of this electricity can vary widely depending on the location and the time of day. In some cases, EV charging stations may be able to negotiate lower electricity rates with their utility providers, but this is not always possible.

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**SparkCharge:** <https://www.sparkcharge.io>

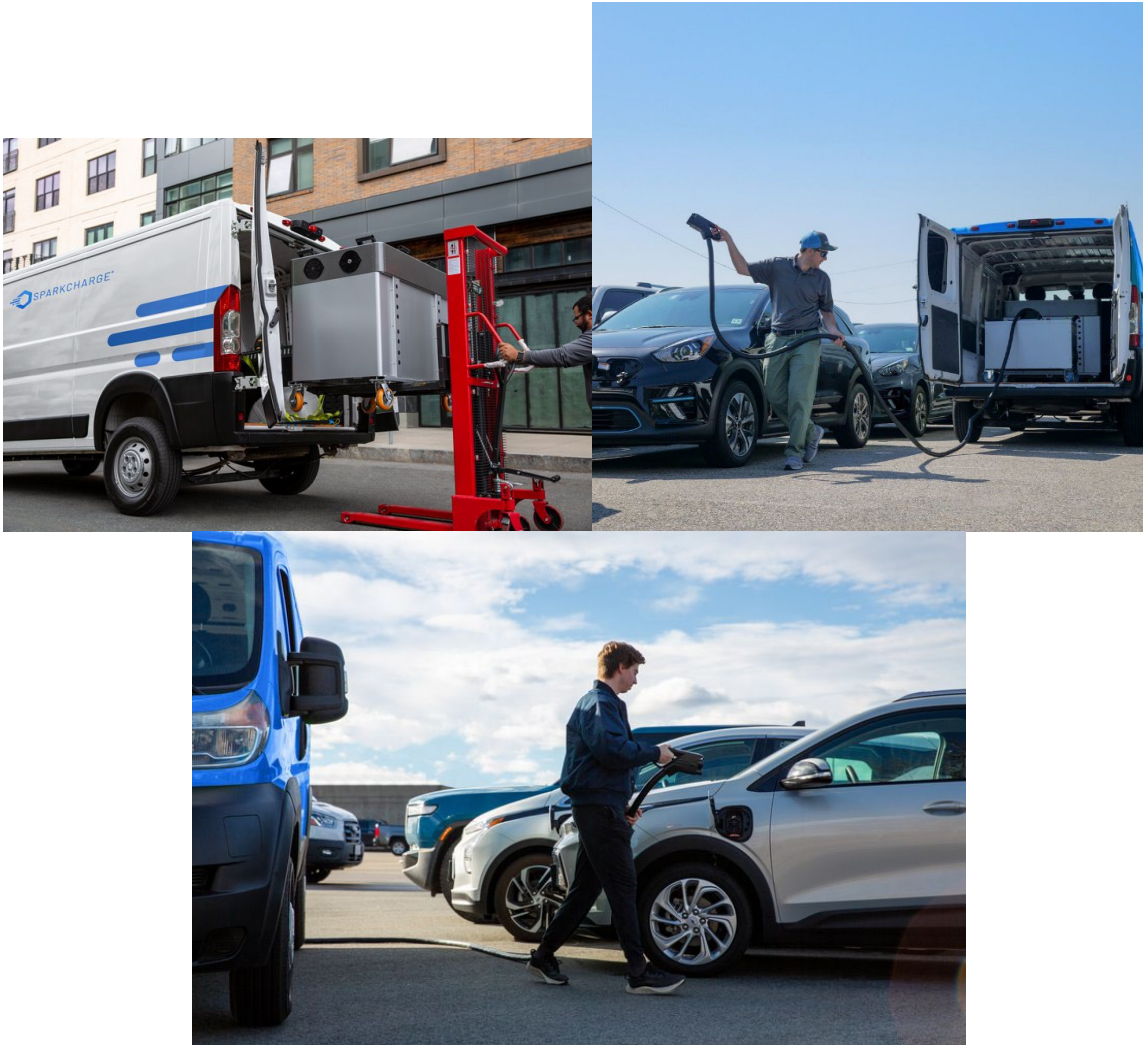
Another significant cost associated with EV charging infrastructure is the cost of electricity. Unlike traditional gas stations, EV charging stations need to purchase electricity from the grid to charge electric vehicles. The cost of this electricity can vary widely depending on the location and the time of day. In some cases, EV charging stations may be able to negotiate lower electricity rates with their utility providers, but this is not always possible.

EV charging station installation can be expensive and time-consuming. With California's green incentives, CalVans needs a quick solution that does not slow operations with long lead and construction times. Companies like **SparkCharge** created mobile EV charging solutions specifically for public agencies looking to make the transition to electric vehicles.

SparkCharge created the world's first mobile Level 3 EV charger and EV charging service. SparkCharge equipment is not attached to the grid or installed in a specific location. SparkCharge brings EV charging stations to the vehicle when and where it is needed.



SparkCharge utilizes portable EV chargers to create their charging-as-a-service offerings (CaaS), SparkCharge Fleet, and SparkCharge Out of Charge (OOC).



SparkCharge Fleet is a mobile EV charging delivery service that allows fleet managers and operators to create a personalized service that delivers EV charging to vehicles when needed. There are 3 different ways you can have your charges delivered on a recurring schedule, when the vehicle's state of charge (SOC) is low or on demand through our portal.

SparkCharge OOC is a commercial electric vehicle charging service that allows partners to order a charge delivery when the vehicle's SOC is low. This is a great option for vehicles that need to be kept at a certain charge level such as car dealerships.

CalVans would benefit greatly from this type of service which would almost eliminate the need to have any infrastructure when it becomes available locally.

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chargeup EV: <https://www.chargeupev.com/>

Another up-and-coming company is chargeup which includes similar services to the previous vendor with an added benefit. Chargeup is low cost and for \$25 per month, including the costs to charge, chargeup will provide the end user with an adapter for their specific vehicles that works within the chargeup network, and if the vehicle will be at a site for some time, or if the chargeup service is mobile, chargeup will also clean and detail the vehicle, eliminating the need to have CalVans staff perform this function. However, the service is not yet in all areas and at the time of the preparation of this agenda, had not returned communication from the quote inquiry, but staff will continue to reach out.

Only  
\$25

#### Cheaper than Home & Public Charging

For as low as \$25 a month you get your own charging concierge who will come to your EV and charge it when and where you want it.

- No charge per delivery
- One subscription for a full month of charge delivery
- Home, Office, and On-The-Go Delivery



#### Charge Anywhere!

We believe EV drivers deserve the privilege of never having to go to a charging station. We will charge your EV at home, work, the grocery store, really anywhere you want it.

- Get charged while at work
- You don't even have to be at your car
- Perfect for Apartments and Condos



#### Take Back Your Time!

What would you do with an extra 2 hours a week? ChargeUp eliminates the time you spend at charging stations and lets you take that time back.

- No more waiting to charge
- Get time to do other things
- You live your life, we'll charge your car

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Gravity: <https://gravitytechnologies.com/>

The third, but also currently out-of-reach, company providing innovative and feasible solutions that tie in directly with the mission and vision of CalVans was **Gravity**. This company's Founder and CEO, Moshe Cohen, understands the current and most compelling issue faced by CalVans' end-users, the lack of viable options. Although Gravity would solve many of the current major issues CalVans currently faces feasible battery options on the only available vehicle, the Ford eTransit. With its 18 kWh charging at L2, is not a very user or agency-friendly option. Gravity allows dwell time based on the user's charging need. 13 minutes or 40 minutes to full charge is up to the user and the application settings. With its switch matrices that store power at night when the rate is less expensive but available for users during peak time reduces costs overall. Charging cords use liquid-cooled technology to provide the added charging capacity and ability to

charge at over 500 kWh within the requested dwell time. The goal is a 5-minute charge for Gravity for curbside and mobile charging, but also offers residential and parking lot charging.

Gravity provides the hardware, software, and maintenance citing that Tesla today is currently the most reliable EV network due to using a similar business model. The idea that a charge will take as long as an ICE fuel up, is the end goal. They understand the time wasted by waiting for a charge and the valuable time lost. Additionally, bidirectional charging is standard with Gravity, citing a slightly higher price than Tesla at a flat rate of \$.059 per kWh in the most expensive places, but does cite improvements that will compete with Tesla pricing by tapping into solar and renewable energy integration to reduce pricing.

One major educational factor in purchasing an EV is understanding the battery technology of the vehicle. Buying a vehicle with long charging times is a waste of time and money. Folks should be utilizing wasted charging time by increasing revenue. There is currently not enough awareness about battery technology. Not knowing the deep-speed, 500 kWh capable batteries are needed to be successful. Much like an ICE vehicle, there are options to choose from and consumers should be well-educated on this topic.

Staff will be very excited to hear back from Gravity to determine the feasibility of bringing Gravity to locations served by CalVans.

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Other top-rated EV charging options reviewed:

ChargePoint Home Flex: <https://amzn.to/2V3Ye>

Electrify America HomeStation: <https://amzn.to/3Kc7qvo>

Emporia 48-amp: <https://amzn.to/3EgDRGS>

Enel X JuiceBox: <https://amzn.to/3UR55Lk>

EVIQO 48-amp: <https://amzn.to/3TjeOeR>

FLO Home X5: <https://amzn.to/3PPQWxP>

Grizzl-E DUO: <https://amzn.to/3FYKUWU>

Grizzl-E Smart: <https://amzn.to/3BCxexV>

In conclusion, the cost of EV charging infrastructure can be quite significant, with costs ranging from a few hundred dollars for a Level 1 charging station to tens or hundreds of thousands of dollars for a DC fast charging station. Unfortunately, the process is not seamless. Each provider requires a different app and often a distinct adapter.

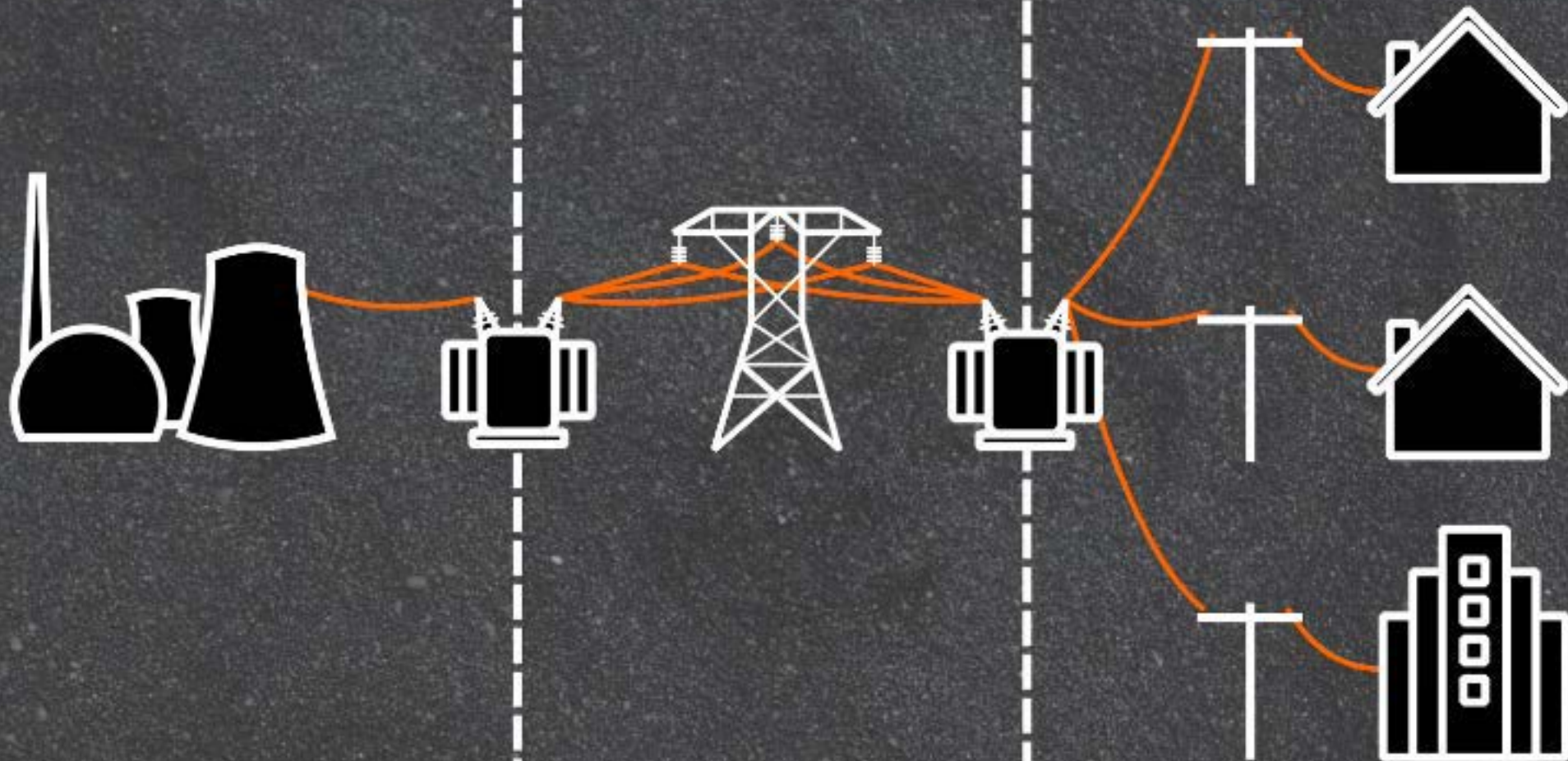
As more electric vehicles hit the road, the demand for charging infrastructure will only continue to grow. Investing in feasible and innovative EV charging infrastructure is an important one for the future of public transit and transportation in general.



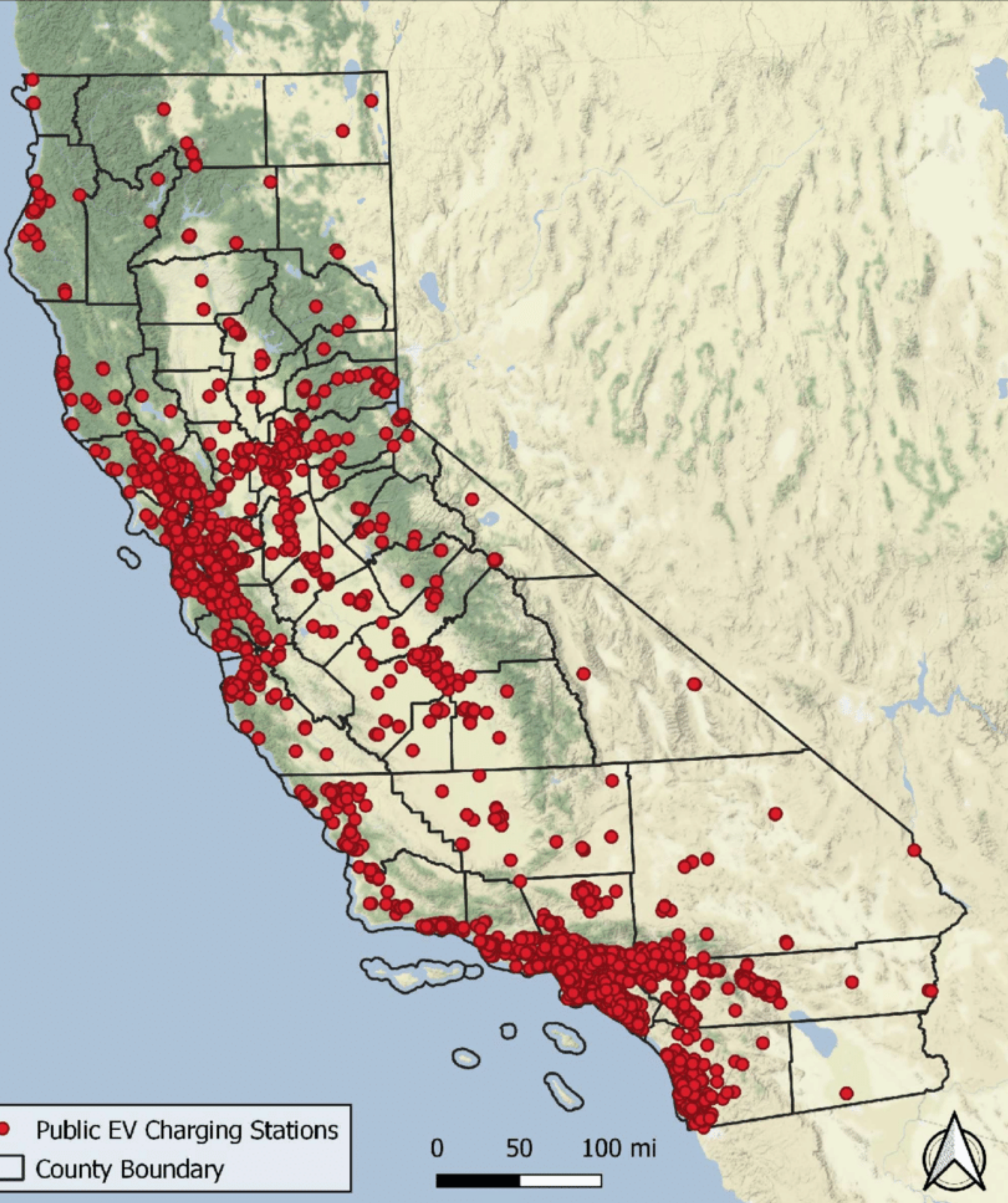
GENERATION

TRANSMISSION

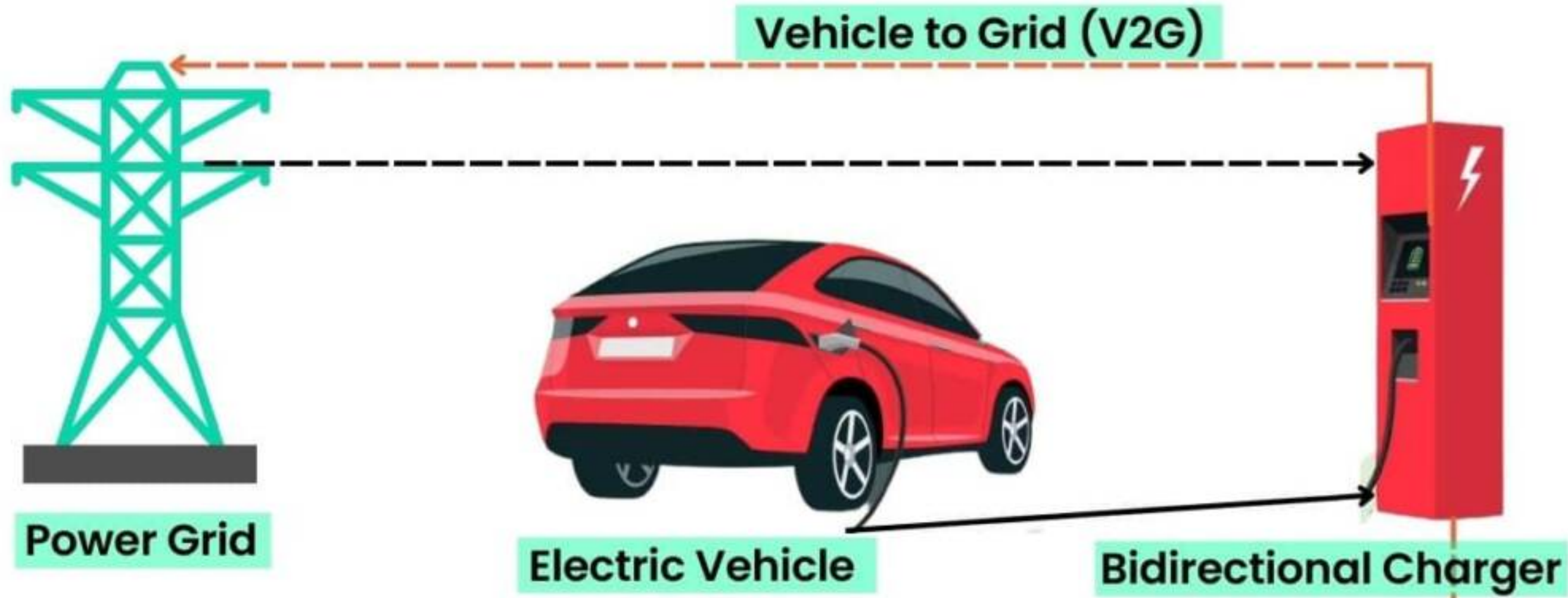
DISTRIBUTION











# ENERGY FLOW IN BIDIRECTIONAL EV CHARGING



# Roadie Portable

Designed with businesses in mind, the Roadie makes charging electric vehicles faster and easier. It's an alternative solution to costly and time consuming charging station installation. The Roadie Portable gives your business the flexibility to deploy an EV charging solution that fits your needs. With customizable charger to battery ratios you will be able to maximize your charging efficiency.



## Battery Specifications

Total Energy  
3.45 kWh

Usable Energy  
3.35 kWh

Certifications  
Certified to  
Automotive  
and CE  
Standards

Weight  
70 lbs

Dimensions  
9×13.7×23.6 in

## Charger Specifications

Max Power  
20 kW

Weight  
55 lbs

Output Voltage  
150-500 VDC

Dimensions  
9×13.7×23.6 in

Cord Length  
7.5 ft

Output Current  
40 ADC (max continuous)



## Portable, Powerful, Modular DC Fast-Charging

Roadie Portable allows you to provide range to EVs that are out of charge and far from a charging station, without the complications of using a flat bed truck or towing solution. Two batteries and a charger can be stacked together and used as an "electric jerry can" solution; add even more batteries to the stack to increase the amount of charge given.



### Immediately Deployable

No long wait times or construction. Start charging your EVs right away without the limitations of fixed infrastructure.



### Turnkey Charging Solution

Roadie products are modular, meaning they can be stacked together to tailor the amount of range given.



### User-Friendly Design

Our user friendly EV chargers and batteries are designed to make charging an EV simple and seamless.

EV charging stations experience 35% downtime for various issues. Roadie Portable is free from the grid, and therefore free from the grid complications that cause malfunctions of charging stations.

Roadie Portable ensures no loss of parking spaces, time-consuming installations or grid updates. Our packages are customizable to your preferred charger to battery ratio and charge your vehicles quickly so you can get back on the road and back to business.





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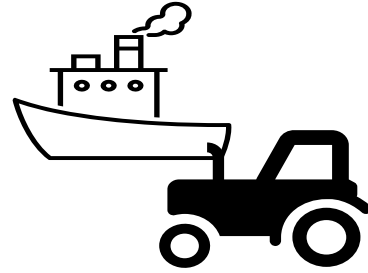


# STATE INCENTIVES AND REBATES

On behalf of California State agencies including the Air Resources Board (CARB) and Energy Commission (CEC), CALSTART administers multiple programs designed to financially and programmatically support vehicle and infrastructure transitions to zero-emissions.



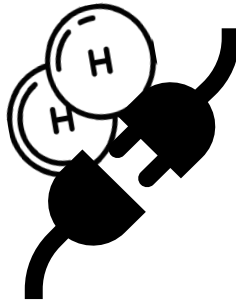
**HVIP**  
*Cash on the Hood  
Fleets Class 2B-8*



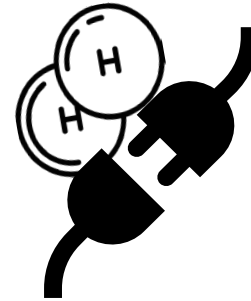
**CORE**  
*Cash on the Hood  
Off-Road*



**Cal Fleet Advisor**  
*No Cost  
Transition Advising*



**EnergIIZE**  
*Infrastructure Rebates  
Commercial*



**Communities in Charge**  
*Infrastructure Rebates  
Light Duty*



# CORE is moving zero-emission off-road technology forward

Incentive funding for new technologies are available to save fuel, reduce pollution and grow the clean off-road industry.

The California Air Resources Board, in partnership with CALSTART, launched the Clean Off-Road Equipment Voucher Incentive Project (CORE) to help businesses and fleets—both large and small—invest in the most advanced zero-emission off-road freight, agricultural and construction technologies.

## It's Quick and Easy

- 1 To start, visit [CaliforniaCORE.org](http://CaliforniaCORE.org)**
- 2 Choose your equipment.**  
CORE covers numerous off-road zero-emission technologies.
- 3 Choose an approved vendor.**  
Equipment dealers and vendors are approved by CORE to ensure a speedy process.
- 4 Reduce your purchase price.**  
The incentive is applied at the time of purchase so there's no waiting for a rebate check or tax credit.
- 5 Start saving today.**  
Enjoy saving money on fuel and reducing emissions.

## \$164 MILLION IN VOUCHERS AVAILABLE STARTING 2022

Receive funding up to \$500,000 to help cover the cost of equipment and infrastructure. Additional funds and priority funding available if operating in a pollution overburdened community (refer to program guidelines) and equipment purchased by small businesses.

## Eligible Equipment

- On and off-road terminal tractors
- Transport refrigeration units
- Forklifts (greater than 8000 lbs. lift capacity)
- Container handling equipment
- Rubber-tired gantry (RTG) cranes
- Airport cargo loaders
- Wide-body aircraft tugs
- Railcar movers
- Ground power units (GPU)
- **Mobile power units (MPU)**
- Mobile shore power cable management systems

## New Categories

- Agricultural equipment
- Construction equipment
- Harbor craft
- Gardening equipment



# CORE is good for California's people, air and economy

## Deploying more zero-emission off-road equipment in California...



### Grows the industry

From ports and railyards to airports, freight facilities, agriculture and construction, CORE makes California the world leader in promoting the adoption of clean off-road equipment. Continued investment in these technologies can grow the industry, create jobs, and boost the economy.



### Reduces emissions

Today, off-road equipment is responsible for over 5 million tonnes of carbon dioxide equivalent (CO<sub>2</sub>e)<sup>1</sup>. That's equivalent to more than a million passenger vehicles driven for a year.<sup>2</sup> Deploying zero-emission equipment is critical to reducing harmful carbon emissions.



### Protects public health

Diesel particulate matter is toxic and contributes to cancer, premature death and other health problems. Thanks to CORE, zero-emission equipment can help reduce pollution in communities across California.



”  
 Forward-thinking, savvy business owners will want to take advantage of CORE... The result is equipment that saves businesses on fuel costs and has zero tailpipe emissions – a winner for the pocketbook and the community.<sup>3</sup>

”  
**Richard Corey**  
 Executive Officer, California Air Resources Board

1 <https://www.greencarcongress.com/2019/08/20190814-calighg.html>  
 2 <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>  
 3 <https://content.govdelivery.com/accounts/CARB/bulletins/255cb31>

Are you a clean equipment vendor?  
**See if you qualify to become a vendor for CORE at [CaliforniaCORE.org](https://CaliforniaCORE.org).**





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# MOBILE POWER UNIT ALL ELECTRIC. ALL DAY.

The world's first workpower vehicle engineered to outperform leading work machines and power sources with superior multi-purpose functionality, safety, quality and design.

0/0

EMISSIONS /  
FUEL COSTS

250+

LEADING BRAND  
ATTACHMENTS

500<sup>kWh</sup>

MAX EXPORTABLE  
POWER PER MACHINE



## SMART MULTI-PURPOSE

Engineered to adapt energy flow and pressure to perform with 250+ CAT®, John Deere®, or Bobcat® attachments



## EXPORTABLE ELECTRIC POWER

Exports 125-500 kWh of electric power, 3 hydraulic ports - 100, 240, USB (can attach 480 and 240)



## ZERO EMISSIONS

Battery electric machine



## REMOTE, MANUAL, SEMI-AUTONOMOUS

Flexible operating modes for ultimate safety and efficiency



## CONNECTED SYSTEM

Smart machines connected to HQ and each other, continuous monitoring and data sharing



## ULTIMATE IN RELIABILITY

Smart battery electric operating platform never quits and has less than 2 hours of maintenance a yearly



## PREMIUM QUALITY

Premium components, materials, craftsmanship for ultimate all terrain, all condition performance



## EASY TO USE

DIY assembly and maintenance



## HEALTHIER

No diesel fumes, noise, heat

8-10  
HRS

Average runtime heavy work.  
Actual varies pending use

12  
DAYS

Powers a standard cell tower.  
Actual varies pending use

2  
HOURS

Annual  
maintenance



10 years average machine life

8,000 charging cycles

13,000 lbs base vehicle weight\*

\*Actual weight varies with attachments

600,000 lbs drawbar pull

30,000 lbs forklift capacity

25 mph top speed

For more information, please contact Scott Crepeau at  
SCrepeau@dannar.us.com | 317-750-2443 | www.dannar.us.com

**DANNAR**<sup>®</sup>  
POWER TO TRANSFORM

# MOBILE POWER STATION®

Works, Powers,  
Protects with  
Zero Emissions

Engineered to outperform leading industrial work machines with multi-purpose performance (250+ leading brand attachments), exportable electric power and remote, manual and semi-autonomous operations



## DANNAR® Your Workpower for Stronger, Safer, Cleaner, Resilient Communities

In today's fast moving world, aging diesel fleets, power grids and infrastructure converge with unexpected events, environmental mandates and surging electricity demand to create big challenges. DANNAR helps communities meet these challenges with a new class of machine that performs multi-purpose industrial work and exports electric power, and also acts as a mobile micro-grid, electric charging station and high-powered generator. The DANNAR industrial workpower vehicle is a rugged, connected, battery electric smart machine that outperforms leading industrial work machines and power sources in utilization, productivity, safety, reliability, cost savings, and carbon reduction. As a vehicle or connected system of vehicles, DANNAR gives communities the ability to adapt and quickly respond to the work and power demands of today.

↑ Utilization   ↑ Productivity   ↑ Power   ↑ Safety   ↑ Resiliency   ↑ Health   ↓ Costs   ↓ Carbon   ↓ Hazards

### One Vehicle, Many Machines:

Rugged, connected and smart, a DANNAR adapts to perform tough work with 250+ CAT, John Deere and Bobcat attachments.

### Exportable Electric Power

**on Wheels:** Provides on-demand mobile electric power, up to 500 kWh of battery electric power. Enough to charge 6 Chevy Volts, power a cell tower for 12 days, an urgent care center for a day and more.

### Mobile Microgrid, Charging Station, Generator:

As a single machine or system of machines tethered together, DANNAR is a superior on-demand or permanent power source. Solar canopy option available for sustainable use.

### Manual, Remote, Semi-Autonomous Operations:

Operators can perform work out of harm's way with a joystick and can program DANNARs to perform work as directed without anyone on board.

### Rugged, Reliable, Dependable:

Each DANNAR® is a smart, connected battery electric technology system that is constantly monitored and does not suffer the breakdowns and maintenance of diesel machines. Built with the highest quality materials, components and craftsmanship, DANNARs excel across all terrains and conditions.

### Diesel-Free Forever:

DANNAR does tough work without diesel. No diesel fumes, fuel costs, noise, breakdowns or heat. DANNAR® is pure clean battery electric power that is quiet, cool and emissions free.

### Easy to Operate:

User-friendly and intuitive, owners self-assemble and maintain (less than 2 hours a year). Updates are sent over the Internet.

**DANNAR®**  
POWER TO TRANSFORM



# DANNAR – Your Partner to Accelerate the Transition to Net Zero.



Based in Indiana, USA, DANNAR manufactures and sells the Mobile Power Station® (MPS®), the leading All-Electric Mobile Energy Storage Solution and Multi-Purpose Work Machine

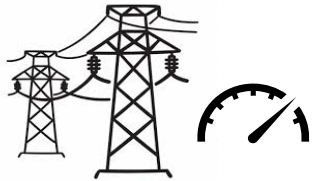


# Your Energy Challenge

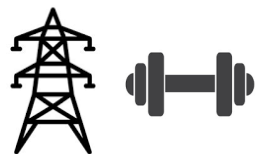
## GRID



No Grid

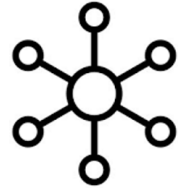


Capacity



Resiliency

## DISTRIBUTION



Hub and Spoke



Mobile

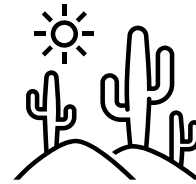


Dynamic

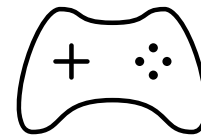
## MOBILITY



Self-Powered

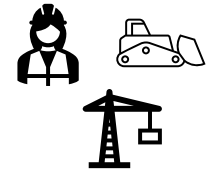


Off-Road

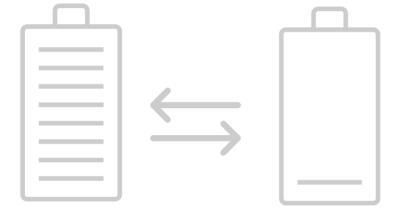


Remote Control

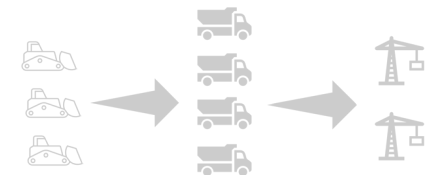
## JOBSITE



Resources



Peak & Variable Loads



Changing Phases



# The MPS® is a Zero Emissions Mobile Platform with a wide range of capabilities for Mobile EV Charging and Aux Power Supply Anywhere, and Multi-Use Heavy Duty Work Machine.

## 250+

ATTACHMENTS

## 8K

CHARGE CYCLES

## 500

kWh EXPORTABLE

## 0/0

EMISSIONS/ FUEL COSTS



CONNECTED



REMOTE, MANUAL or AUTONOMOUS features



CLEAN



INTUITIVE



250 kWh



375 kWh

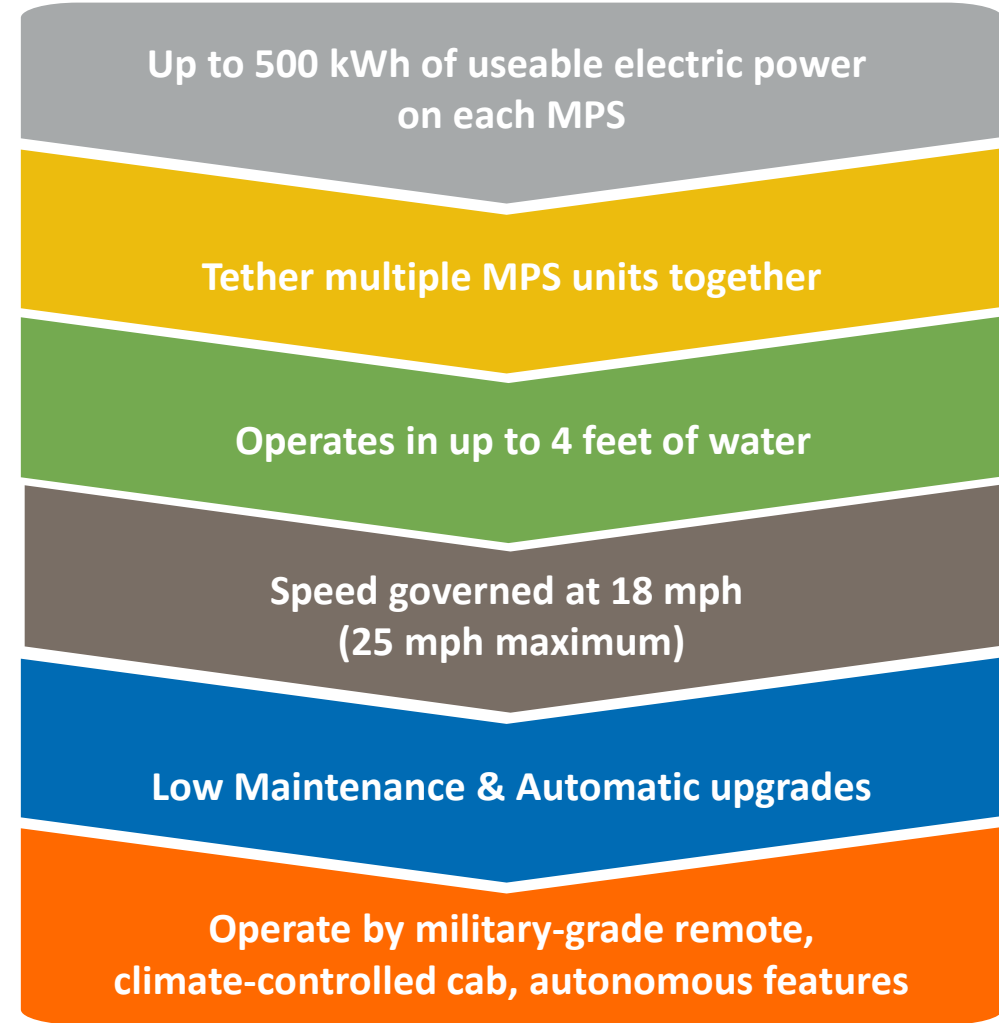
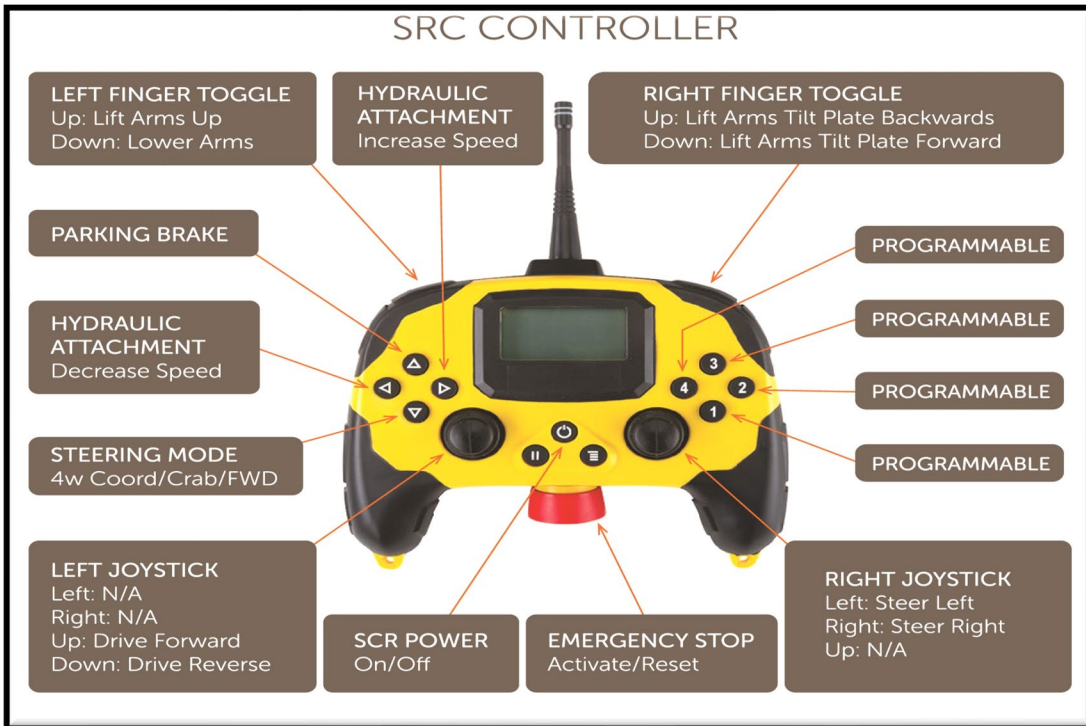


500 kWh

DANNAR delivers and supports your MPS, based on your needs for **work tasks or energy storage.**

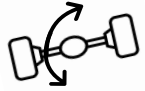


# Proprietary Tech Platform



# MPS Features and Benefits

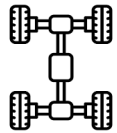
## Drivetrain



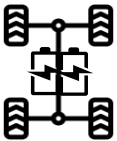
Oscillating Axles



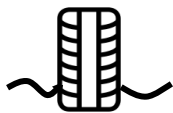
4 Wheel Steer



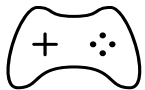
Traction Control



Self-Propelled



Ground Flotation



Remote Standard  
Autonomous Capable



100,000 lbs. Draw Bar\*



100,000 lbs. Brake  
Assisted Trailering\*\*



15" Ground Clearance



45% Grade Capable



Regenerative Braking



High Water Fording

## Flexibility



Hydraulics



Work Tools



Hitches



5000 lbs Lift Capacity

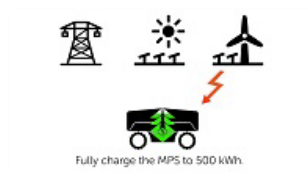
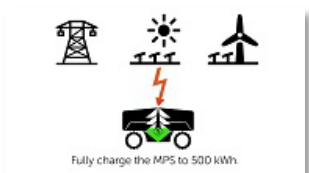
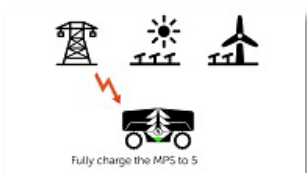


Numerous Configurations



2<sup>nd</sup> Owner Flexibility





Export power from all  
**DANNAR Mobile Power Stations®**  
 250 kWh – 375 kWh – 500 kWh



DANNAR



# Use Case: Operational Energy & Contested Logistics Electric Tactical Humanitarian Operations Response (eTHOR)

**eTHOR**- NavalX, SoCal Tech Bridge, AWS partnership- mobile, electric command and control and 5G network

- **Goals:**

- ✓ Increase efficiency of energy logistics in contested environments
- ✓ Provide sufficient network communications in degraded areas of operation



NAVALX SOCAL TECH BRIDGE

**NAVAL X**



**aws**



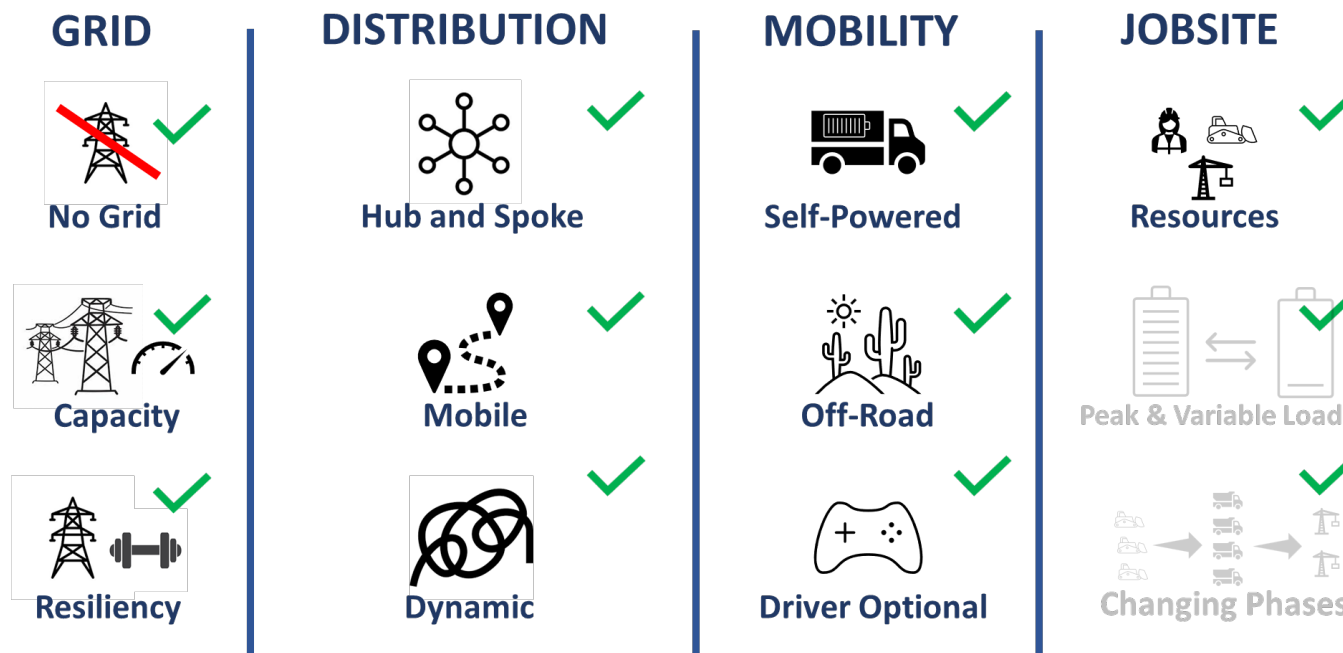


# Business Case



- Initial 10x MPS
- Need is immediate given E-Transit Vans
- Lowest Cost Option
- Production Limited, PO Critical

## Your Energy Challenge Improved with DANNAR





Robert Blumenfeld

DANNAR West Coast Sales Manager

[rblumenfeld@dannar.us.com](mailto:rblumenfeld@dannar.us.com)

510-292-3807

DANNAR – Built in the US

2200 E Bunch Blvd, Muncie, IN

San Clemente, CA

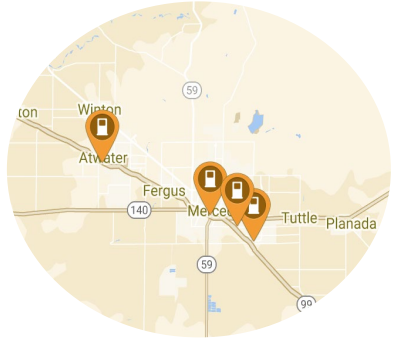


Available on the GSA/CMAS Schedule

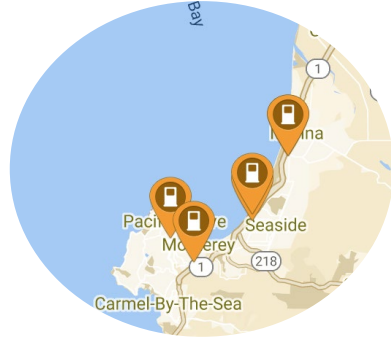
MANUFACTURED IN THE USA

**DANNAR**<sup>®</sup>  
POWER TO TRANSFORM

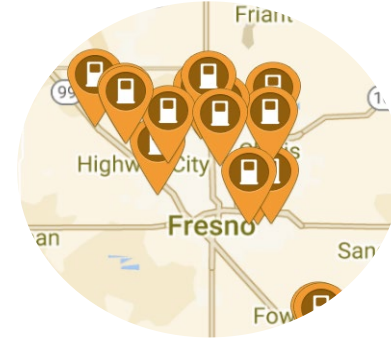




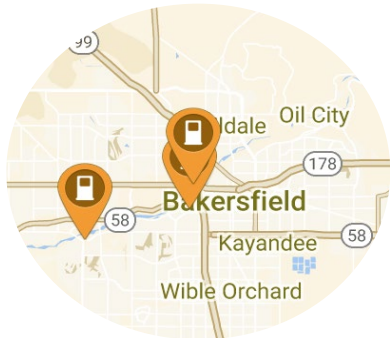
**Merced**  
24 Charging Stations



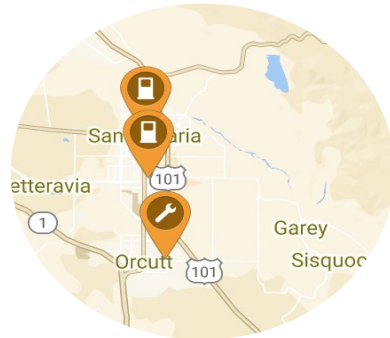
**Monterey**  
24 Charging Stations



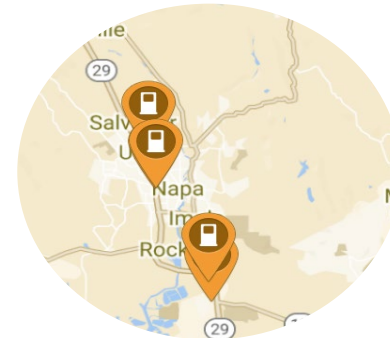
**Fresno**  
50 Charging Stations



**Bakersfield**  
17 Charging Stations



**Santa Maria**  
15 Charging Stations

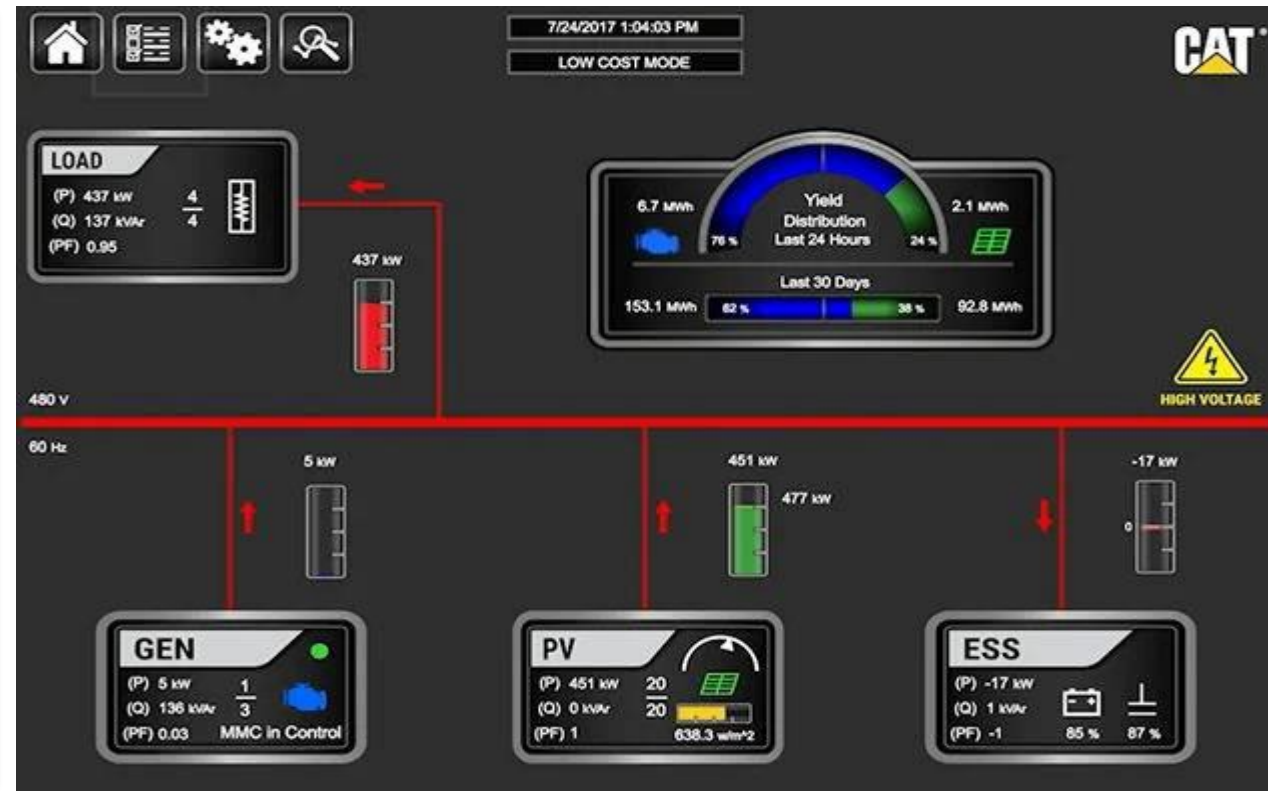


**Napa**  
80 Charging Stations

- Ford E-Transit 68kWhs
- 115kW+ DC Fast Charger (1/2 hr to full)
- CCS1 Connector
- Public
- Approximately 40-mile radius
- More added daily
- Strong likelihood for on-highway unplanned charging

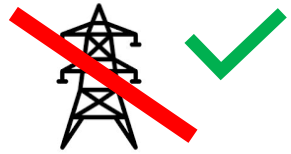


# YOUR MOBILE EV CHARGER/MOBILE POWER SOURCE AND WORK EQUIPMENT VEHICLES AS A MOBILE MICRO GRID

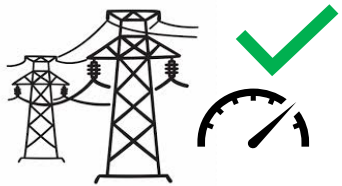


# Your Energy Challenge Improved with DANNAR

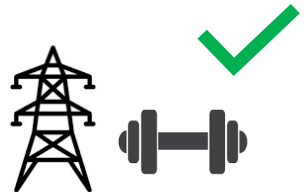
## GRID



No Grid

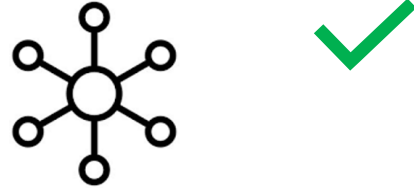


Capacity



Resiliency

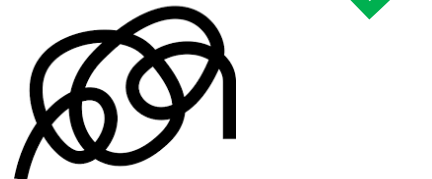
## DISTRIBUTION



Hub and Spoke



Mobile

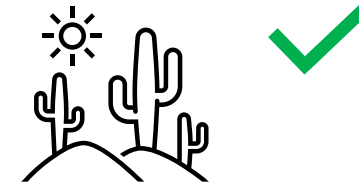


Dynamic

## MOBILITY



Self-Powered

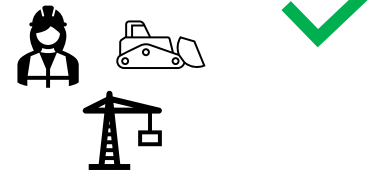


Off-Road

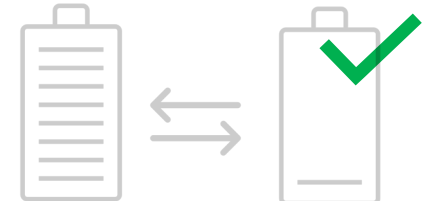


Driver Optional

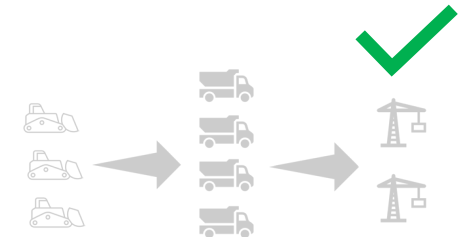
## JOBSITE



Resources



Peak & Variable Loads



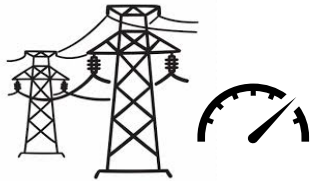
Changing Phases

# The Energy Challenge

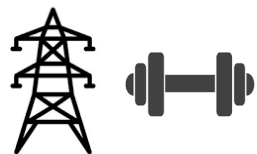
## GRID



No Grid

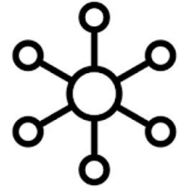


Capacity



Resiliency

## DISTRIBUTION



Hub and Spoke



Mobile

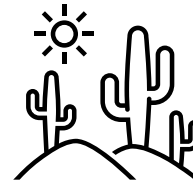


Dynamic

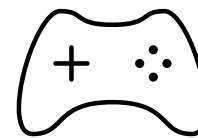
## MOBILITY



Self-Powered

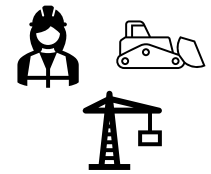


Off-Road

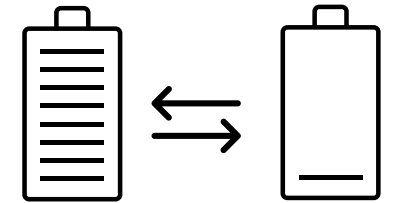


Remote Control

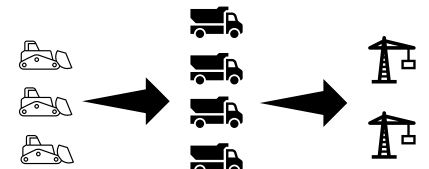
## JOBSITE



Resources



Peak & Variable Loads



Changing Phases

# MPS Features and Benefits

## Feel Good



ZEV



Built in USA



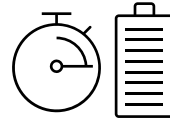
Factory at former US EPA  
Superfund Clean Site



Solar Powered Factory



Veteran Employer



## Power

2 Hr Full Recharge\*



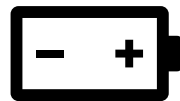
Import/Export  
480 3 Phase VAC (Optional)



240, 208, and 120 VAC



DC Fast Chargers (Optional)



Power Options

275kWh to 500 kWh



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California Vanpool Authority (CalVans)  
8444 W. Doe Ave, Visalia, Ca 93291

# Purchase Order

Date	P.O. No.
4/5/2024	29001094

Vendor
Dannar 2200 E. Bunch Blvd Muncie, In 47303

Ship To
California Vanpool Authority 8444 W. Doe Ave Visalia, Ca 93291

Description	Qty	U/M	Rate	Amount
Mobile Bi-Directional Charging Station			594,990.00	594,990.00
Mobile Bi-Directional Charging Station			594,990.00	594,990.00
Training program for equipment	1		5,000.00	5,000.00

Authorized by CalVans Administration

**Total** \$1,194,980.00

Phone #  
(866) 655-5444



**REVIEW  
TERMS & CONDITIONS AND  
WARRANTY  
THAT FOLLOW QUOTE**

Company Address 2200 E. Bunch Blvd Muncie,  
IN 47303  
US

Created Date 4/4/2024  
Expiration Date 5/31/2024  
Quote Number 00000286

Prepared By Robert Blumenfeld  
Phone (510) 292-3807  
Email rblumenfeld@dannar.us.com

Contact Name Georgina Landecho

Bill To Name CalVans  
Bill To 8444 W. Doe Avenue  
Visalia, Ca 93291  
United States

Ship To Name CalVans

Product	Quantity	Sales Price	Total Price
DANNAR MPS 4.00 w/ 500 kWh (CORE)	2.00	\$418,950.00	\$837,900.00
DANNAR 480 3-Phase - Bi-Directional (275kWh Inbound / 275kWh Outbound)	2.00	\$97,000.00	\$194,000.00
EVSE 2 - 60 KW DC Chargers	2.00	\$79,995.00	\$159,990.00
DANNAR Pintle Hitch Rear Bumper with 100,000 lb. Towing Capacity (CORE)	2.00	\$1,545.00	\$3,090.00
F1-DANNAR Training for First-Time Client	1.00	\$5,000.00	\$5,000.00
-	1.00	\$0.00	\$0.00
STRUCTURE & BODY - Subassembly A	2.00	\$0.00	\$0.00
A1-Heavy Duty Welded Steel Leader Frame	2.00	\$0.00	\$0.00
A2-Modular Body	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
ENERGY & POWER - Subassembly B	2.00	\$0.00	\$0.00
B1-500 kWh BMS i3 Li-Ion Battery System	2.00	\$0.00	\$0.00
B2-EV Charging interface-SAEJ1772 AC Level 2 vehicle J-Type receptacle	2.00	\$0.00	\$0.00
B3-EV Charging interface-SAEJ1772 DC Level 3 vehicle CCS Type 1 receptacle (60kW Capacity)	2.00	\$0.00	\$0.00
B4-Bidirectional inverter-charger: 14.4kW 120/240 VAC split-phase export inverter	2.00	\$0.00	\$0.00
B5-Electric power Export Interface: NEMA 5-20 120VAC 60Hz power receptacles (2)	2.00	\$0.00	\$0.00
B6-Electric power Export Interface: NEMA 14-50 240VAC 60Hz power receptacle (2)	2.00	\$0.00	\$0.00
B7-ElectroHydraulic Work Power System: ElectroHydraulic Power Supply, 42gpm 4000psi	2.00	\$0.00	\$0.00
B8-ElectroHydraulic Work Power System: Hydraulic Main Valve Manifold	2.00	\$0.00	\$0.00
B9-ElectroHydraulic Work Power System: Hydraulic Tool Power Export w couplers for HTMA Tool Type 1 and 3	2.00	\$0.00	\$0.00
B10-ElectroHydraulic Work Power System: Front & Rear Hydraulic Cylinder Ports (Up to 20 gpm)	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
MOBILITY-Subassembly C	2.00	\$0.00	\$0.00
C1-Electric Traction Motor/Inverter System	2.00	\$0.00	\$0.00
C2-Heavy-duty 2-speed transfer case (NOT shift-on-fly)	2.00	\$0.00	\$0.00
C3-Heavy-duty propshafts	2.00	\$0.00	\$0.00
C4-Planetary Drive Steer Axles with Three Modes of Steering	2.00	\$0.00	\$0.00



**REVIEW  
TERMS & CONDITIONS AND  
WARRANTY  
THAT FOLLOW QUOTE**

C5-42-Inch Tires on 8.25/22.5 Wheels (4)	2.00	\$0.00	\$0.00
C6-Chassis Hydraulic Power Unit (CHPU)	2.00	\$0.00	\$0.00
C7-Brake/Steering Hydraulic manifold	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
LIGHTING-Subassembly D	2.00	\$0.00	\$0.00
D1-Under-deck LED work lights (4)	2.00	\$0.00	\$0.00
D2-Amber LED corner marker lights (4)	2.00	\$0.00	\$0.00
D3-LED stop/turn lights (4)	2.00	\$0.00	\$0.00
D4-TIR LED 65" Light Bar (or similar) (1)	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
USER ENVIRONMENT INFORMATION, CONTROLS & COMMUNICATION-Subassembly E	2.00	\$0.00	\$0.00
E1-7-inch User information/input touchscreen	2.00	\$0.00	\$0.00
E2-Wireless Remote Control System	2.00	\$0.00	\$0.00
E3-Diagnostic Link Connector System	2.00	\$0.00	\$0.00
E4-Fleet Management Telematic Module with WiFi + AT&T 4G LTE connectivity	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00

Total Price            \$1,194,980.00





California Vanpool Authority (CalVans)  
8444 W. Doe Avenue, Visalia, Ca 93291

# Purchase Order

Date	P.O. No.
4/5/2024	29001095

Vendor
Dannar 2200 E. Bunch Blvd Muncie, In 47303

Ship To
California Vanpool Authority 8444 W. Doe Ave Visalia, Ca 93291

## CONDITIONAL PURCHASE ORDER

Description	Qty	U/M	Rate	Amount
Mobile Bi-Directional Charging Station			619,540.00	619,540.00
Mobile Bi-Directional Charging Station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00

<b>Total</b>	\$4,996,320.00
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Authorized by CalVans Administration

Phone #  
(866) 655-5444



**REVIEW  
TERMS & CONDITIONS AND  
WARRANTY  
THAT FOLLOW QUOTE**

Company Address 2200 E. Bunch Blvd  
Muncie, IN 47303  
US

Created Date 4/4/2024  
Expiration Date 7/31/2024  
Quote Number 00000272

Prepared By Robert Blumenfeld  
Phone (510) 292-3807  
Email rblumenfeld@dannar.us.com

Bill To Name CalVans  
Bill To California Vanpool Authority  
8444 W. Doe Ave  
Visalia, Ca 93291

Ship To Name CalVans

Product	Quantity	Sales Price	Total Price
DANNAR MPS 4.00 w/ 500 kWh	8.00	\$441,000.00	\$3,528,000.00
DANNAR 480 3-Phase - Bi-Directional (275kWh Inbound / 275kWh Outbound)	8.00	\$97,000.00	\$776,000.00
EVSE 2 - 60 KW DC Chargers	8.00	\$79,995.00	\$639,960.00
DANNAR Pintle Hitch Rear Bumper with 100,000 lb. Towing Capacity (CORE)	8.00	\$1,545.00	\$12,360.00
F1-DANNAR Training for First-Time Client	0.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
STRUCTURE & BODY - Subassembly A	8.00	\$0.00	\$0.00
A1-Heavy Duty Welded Steel Leader Frame	8.00	\$0.00	\$0.00
A2-Modular Body	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
ENERGY & POWER - Subassembly B	8.00	\$0.00	\$0.00
B1-500 kWh BMS i3 Li-Ion Battery System	8.00	\$0.00	\$0.00
B2-EV Charging interface-SAEJ1772 AC Level 2 vehicle J-Type receptacle	8.00	\$0.00	\$0.00
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B8-ElectroHydraulic Work Power System: Hydraulic Main Valve Manifold	8.00	\$0.00	\$0.00
B9-ElectroHydraulic Work Power System: Hydraulic Tool Power Export w couplers for HTMA Tool Type 1 and 3	8.00	\$0.00	\$0.00
B10-ElectroHydraulic Work Power System: Front & Rear Hydraulic Cylinder Ports (Up to 20 gpm)	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
MOBILITY-Subassembly C	8.00	\$0.00	\$0.00
C1-Electric Traction Motor/Inverter System	8.00	\$0.00	\$0.00
C2-Heavy-duty 2-speed transfer case (NOT shift-on-fly)	8.00	\$0.00	\$0.00
C3-Heavy-duty propshafts	8.00	\$0.00	\$0.00
C4-Planetary Drive Steer Axles with Three Modes of Steering	8.00	\$0.00	\$0.00



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C7-Brake/Steering Hydraulic manifold	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
LIGHTING-Subassembly D	8.00	\$0.00	\$0.00
D1-Under-deck LED work lights (4)	8.00	\$0.00	\$0.00
D2-Amber LED corner marker lights (4)	8.00	\$0.00	\$0.00
D3-LED stop/turn lights (4)	8.00	\$0.00	\$0.00
D4-TIR LED 65" Light Bar (or similar) (1)	8.00	\$0.00	\$0.00
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USER ENVIRONMENT INFORMATION, CONTROLS & COMMUNICATION-Subassembly E	8.00	\$0.00	\$0.00
E1-7-inch User information/input touchscreen	8.00	\$0.00	\$0.00
E2-Wireless Remote Control System	8.00	\$0.00	\$0.00
E3-Diagnostic Link Connector System	8.00	\$0.00	\$0.00
E4-Fleet Management Telematic Module with WiFi + AT&T 4G LTE connectivity	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
F1-Training includes up to eight (8) hours in groups of no more than five (5) individuals	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00

Total Price            \$4,956,320.00



## **EXCLUSIVE AND LIMITED WARRANTIES**

1.01 DD DANNAR, LLC. (the **"Seller"**) warrants for three years, or 6,500 hours (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that all applicable powertrain components (including, but not limited to, the electrical management systems [EMS]), fuel-cell stack, motors, and powertrain and thermal management systems), electronic components (excluding batteries), telematics components, on-board charging or fueling components, all components along driveline (except for maintenance items, such as tires), and the equipment chassis (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.

1.02 DD DANNAR, LLC. (the **"Seller"**) warrants for three years, or 6,500 hours (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that damage that occurs because of an incorrectly sized powertrain or other incompatibility between the powertrain and the equipment/chassis (e.g., driveline failures due to excess torque) shall be covered for the full warranty period.

1.03 DD DANNAR, LLC. (the **"Seller"**) warrants for 10 years, or 8,000 charging cycles (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that all installed high voltage battery packs shall be warranted against defects, workmanship, and corrosion. Battery performance is guaranteed to be 70% or more of original capacity during warranty period.

1.04 DD DANNAR, LLC. (the **"Seller"**) warrants for three years, or 6,500 hours (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that the warranty shall cover all parts and labor costs.

1.05 THE WARRANTY DOES NOT APPLY to parts the Seller considers to be consumable. Consumable parts are those parts or products that are designed to be expended during the normal operation of the product. These parts include, but are not limited to: filters, belts, tires, bolts, nuts, bushings, and attachment hardware used to mount work tools or accessories to the Mobile Power Station unit.

1.06 THE WARRANTY DOES NOT APPLY to any part of the goods that have been subject to improper or abnormal use, abuse, or negligence, including hitting curbs, abutments, free standing pipes, wire, rocks, or other immovable objects. This warranty does not apply if operators do not conform to all product specifications, including but limited to operation speed and size of cutting material.

1.07 THIS WARRANTY DOES NOT APPLY to any part or parts of the unit that have been subject to alteration or modification, or have been repaired by anyone other than authorized personnel. However, periodic and ordinary servicing of the machinery, such as changes in oil, oil filter, air filter, transmission



fluid, liquid coolant or belt replacement or lubrication, will not void the warranty.

**1.08 The warranties described in this section are IN LIEU OF any other warranty, and the Seller hereby expressly DISCLAIMS all other warranties, express or implies, including but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose.**

1.09 Except as provided in this statement, no employee, agent, or other person is authorized to give any warranties of any nature on behalf of the Seller. This writing constitutes the *final* expression of the parties' agreement and it is a complete and exclusive statement of the terms of the agreement.

## **2** Limitation of Remedy.

2.01 The Seller will replace or repair for the original Buyer any warranted part or parts, after examination by qualified Seller personnel, that are found to be defective under normal operation and service due to defects in material or workmanship.

2.02 **Except as provided herein, the Seller shall have no liability or responsibility to Buyer or any other person or entity for incidental or consequential damages or commercial losses nor for any other loss, injury, or damage to person or property resulting from the use or operation of the product or the breach of any warranty.** Notwithstanding the above limitations and warranties, the Seller's liability hereunder for damages incurred by Buyer or others shall not exceed the purchase price of the product.

2.03 The remedies provided in this agreement are meant to be the exclusive remedies available to the Buyer.

## **3** Procedures to Obtain Limited Remedies.

3.01 The Seller may inspect items prior to approving warranty work or replacement to determine whether the cause of the claimed defect is covered by the warranties provided for in this agreement.

3.02 This warranty is not effective unless the original Buyer can produce a copy of the original invoice upon request.

3.03 Buyer must notify the Seller within thirty (30) days of any claimed defect to be eligible for warranty service.

3.04 Buyer is responsible for returning the goods in question to the Seller.

3.05 A packing slip must accompany each shipment giving model number, serial number, date of sale, hours or time in operation, customer's name, and events leading to the claimed defect.

Revised 04.01.2024

**DD DANNAR, LLC**

Headquarters: 4620 W. Bethel Ave, Ste I, Muncie, IN 47304  
929 Calle Negocio, Ste D, San Clemente, CA 92673

[www.dannar.us.com](http://www.dannar.us.com)



## DD DANNAR, LLC TERMS AND CONDITIONS OF SALE

1. **Applicability.** These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the equipment (“**Equipment**”) by DD DANNAR, LLC (“**Seller**”) to the buyer named on the applicable purchase order (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Equipment covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The attached applicable purchase order (the “**Purchase Order**”) 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. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. 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.** The Equipment will be delivered within a reasonable time after the receipt of the Purchase Order. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Equipment to Buyer’s shipping address indicated on the Purchase Order (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Equipment. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Equipment at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s order.

3. **Shipping; Title and Risk of Loss.** Seller shall make delivery in accordance with the terms on the face of the Purchase Order. Title and risk of loss passes to Buyer upon delivery of the Equipment at the Delivery Point. As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

4. **Inspection and Rejection of Nonconforming Equipment.** Buyer will be deemed to have accepted the Equipment unless it notifies Seller in writing of any Nonconforming Equipment within three (3) days of delivery to the Delivery Point and furnishes such written evidence or other documentation as reasonably required by Seller. “**Nonconforming Equipment**” means only the following: (i) product shipped is different than identified in the Purchase Order; or (ii) product’s label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Equipment, Seller shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for

Revised 04.01.2024

**DD DANNAR, LLC**

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such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Unless otherwise specified, Buyer shall ship, at its expense and risk of loss, the Nonconforming Equipment to Seller's address listed on the Purchase Order. If Seller exercises its option to replace Nonconforming Equipment, Seller shall, after receiving Buyer's shipment of Nonconforming Equipment, ship to Buyer, at Buyer's expense and risk of loss, the replaced Equipment to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section 4 are Buyer's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under this Section 4, 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. If Buyer's order includes any custom or special order items that cannot reasonably be resold by Seller to other customers, and if fabrication has already commenced or cannot be terminated without additional out-of-pocket costs to Seller, then Buyer shall, at its election, either (i) pay the reasonable out-of-pocket costs incurred by Seller to cancel or terminate such custom or special order, or (ii) pay the specified Price for such items and take delivery thereof as scheduled.

5. Price. Buyer shall purchase the Equipment from Seller at the prices (the "**Prices**") indicated on the Purchase Order. All Prices are exclusive of all sales, use, value added, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by the Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. The buyer shall be solely responsible for assessing whether it is responsible to pay any such taxes, duties or charges.

6. Payment Terms.

- 30% at the time of Purchase Order receipt will be paid, net 30 days.
- 60% paid upon Delivery; net 30.
- The final 10% will be upon successful commissioning at the customer's Delivery Point, net 30.
- The buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to comply with the terms of payment, Seller shall be entitled to hold shipment until payment is made. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's

7. Limited Warranty. Buyer's purchase of the Equipment is subject to Seller's Exclusive and Limited Warranties, and incorporated herein.





8. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, 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. IN NO EVENT SHALL SELLER'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 SELLER FOR THE EQUIPMENT SOLD HEREUNDER.

9. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Equipment under this Agreement or any resale of the Equipment by Buyer. Buyer assumes all responsibility for shipments of Equipment requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Equipment.

10. 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; (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. If Buyer cancels any Purchase Order, Buyer shall reimburse Seller for all custom or specially ordered materials required for such Purchase Order and shall pay such amount over to Seller within fifteen (15) days following Seller's written notice thereof. Buyer shall not cancel any Purchase Orders after Seller has initiated shipment of such Purchase Order.

11. Waiver; Amendment. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

12. Confidential Information. 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.

13. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, pandemic, epidemic or restrictive quarantine, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

14. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

15. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

17. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

18. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized



overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

19. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

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DD DANNAR, LLC

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