



Proterra, Inc.
 1815 Rollins Road
 Burlingame CA 94010

Quote	
Quote Number	Quote Date
	09-April-21
Customer PO Number	Customer Number
Quote	
Payment Terms	Freight Terms
30 NET	
Method of Shipment	FOB
Salesperson	Email
	serviceparts@proterra.com

Line	Item	Description	QTY	UOM	Unit Price	Extended Total
1.1	035246	SPRING, LOCKING GAS, 5.5" STROKE, 30 LBS	3	Each	13.25	39.75
2.1	039219	SPRING, GAS, 5.5" STROKE, 30LB.	3	Each	10.80	32.40
3.1	025811	LATCH, COMPRESSION, SQUARE KEY	1	Each	27.21	27.21
4.1	014616	FENDER FLARE	2	Each	240.00	480.00
5.1	014621	WHEEL WELL FLARE, REAR	2	Each	355.50	711.00
6.1	037376	MIRROR, EXTERIOR, CURBSIDE	2	Each	1,051.73	2,103.46
7.1	038857	CONVERTER, DC-DC	1	Each	2,008.50	2,008.50
8.1	036155	CONTACTOR, AUTOMATIC LOW-VOLTAGE DISCONNECT, 24V	2	Each	231.40	462.80
9.1	038692	BATTERY CHARGE EQUALIZER, 24V/32AMP	1	Each	596.70	596.70
10.1	000880	BATTERY, 12V, 100AH, GROUP 31	2	Each	339.70	679.40
11.1	025179	CONTACTOR, GX26, 600A, 800 VDC	2	Each	176.15	352.30
12.1	034100	FUSE,30A,MEV100C30-S	2	Each	2.66	5.32
13.1	014391	VFD, DUAL 30KW OUTPUT	1	Each	4,184.00	4,184.00
14.1	039674	SWITCH, GEAR SELECTOR	3	Each	459.36	1,378.08
15.1	046679	SUBASSY, 5-POSITION DOOR SWITCH	2	Each	0.00	0.00
16.1	050920	SWITCH, OVERHEAD CHARGER	1	Each	0.00	0.00



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17.1	001137	SWITCH, FLOOR, DIMMER, HEADLAMP	2	Each	11.86	23.72
18.1	001139	SWITCH, FLOOR, TURN SIGNAL	2	Each	19.28	38.56
19.1	014147	WIPER MOTOR, 2 SPEED	1	Each	238.78	238.78
20.1	017648	WIPER ARM, WINDSHIELD, CS (50MM LONGER)	1	Each	94.40	94.40
21.1	014149	WIPER ARM, WINDSHIELD, SS	2	Each	93.63	187.26
22.1	014150	WIPER, BLADE	1	Each	24.68	24.68
23.1	017629	WIPER BLADE, WINDSHIELD, 1000MM	1	Each	29.32	29.32
24.1	004747	SPRING, AIR, FRONT, 1T19L-5 BELLOW	2	Each	127.25	254.50
25.1	015064	SHOCK ABSORBER FRONT	2	Each	359.74	719.48
26.1	000297	SPRING, AIR, REAR 1T15L-4	2	Each	81.29	162.58
27.1	019265	SHOCK ABSORBER,SUSPENSION,REAR	2	Each	47.56	95.12
28.1	004695	SENSOR, HEIGHT, SUSPENSION, 6 INCH ARM	2	Each	64.88	129.76
29.1	042083	TAIL LAMP, REAR, LED, RED	2	Each	146.28	292.56
30.1	042085	REVERSE LAMP, REAR, LED, CLEAR	2	Each	146.28	292.56
31.1	042084	TURN SIGNAL, REAR, LED, AMBER	2	Each	146.28	292.56



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32.1	013844	LIGHT, SIDE, MARKER, RED	4	Each	23.97	95.88
33.1	013843	LIGHT, SIDE MARKER, YELLOW	8	Each	22.27	178.16
34.1	038182	MODULATOR VALVE, M-40QR, 24VDC	2	Each	0.00	0.00
35.1	000320	VALVE, DOUBLE CHECK, DC-4	1	Each	9.77	9.77
36.1	000321	VALVE, SINGLE CHECK, SC-3	1	Each	9.59	9.59
37.1	004697	SOLENOID, PNEUMATIC, EXHAUST, HIGH FLOW, SUSPENSION)	2	Each	347.97	695.94
38.1	000323	TRANSDUCER, PRESSURE	1	Each	48.07	48.07
39.1	037645	PUMP, WATER, CATALYST, E-MARK	3	Each	455.00	1,365.00
40.1	023912	GLASS, SINGLE PARASOL GREY	1	Each	320.78	320.78
41.1	041953	DOOREXIT,DOORLEAF L 1250 SG PARSOL GREY	1	Each	0.00	0.00
42.1	041955	DOOR EXIT,DOORLEAF R 1250 SG PARSOL GREY	1	Each	0.00	0.00
43.1	014662	GAS SPRING, LOWER SIDE HATCH, 1432EB	3	Each	13.62	40.86
44.1	013721	MIRROR, EXTERIOR, LOW SLUNG, SS	2	Each	650.64	1,301.28
45.1	020918	WINDSHIELD, 73% L.T., CATALYST	1	Each	463.36	463.36
46.1	014142	WINDOW, DRIVER'S	1	Each	1,344.67	1,344.67



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47.1	031111	WINDOW, DRIVER'S, DUAL SLIDER "HIDDEN FASTENERS"	1	Each	4,896.62	4,896.62
48.1	015656	GASKET,WINDSHIELD,V2	1	Each	214.52	214.52
49.1	001275	Controller, MULTIPLEX, ZR32-A, 24V	1	Each	398.58	398.58
50.1	013527	CIRCUIT BREAKER, COOPER BUSSMAN 5AMP	1	Each	3.60	3.60
51.1	013528	CIRCUIT BREAKER, COOPER BUSSMAN 10AMP	1	Each	3.54	3.54
52.1	013529	CIRCUIT BREAKER, COOPER BUSSMAN, 15AMP	1	Each	3.61	3.61
53.1	001273	CONTROLLER, NODE, MUX2-B+V	3	Each	216.50	649.50
54.1	018384	OIL, COMPRESSOR, HYDROVANE HPO	169	Fluid Ounce	1.68	283.92
55.1	019931	AIR FILTER, LARGE, AIR COMPRESSOR	1	Each	21.41	21.41
56.1	019932	AIR FILTER, SMALL, AIR COMPRESSOR	1	Each	18.17	18.17
57.1	022358	DESICCANT,PACK	10	Each	76.85	768.50
58.1	022387	DESICCATOR,ANCILLARY	5	Each	57.62	288.10
59.1	019403	FILTER, AIR, FOAM	1	Each	14.38	14.38

Tax	1,263.11
Charges	0.00
Order Total	30,637.68
Currency	USD

UNLESS OTHERWISE STATED ABOVE, THIS QUOTE IS SUBJECT TO PROTERRA'S STANDARD TERMS AND CONDITIONS INCLUDED HERewith AND INCORPORATED BY REFERENCE HEREIN.

1. **Quotations.** Written quotations by Proterra Inc, hereinafter referred to as "Seller," shall expire automatically within ninety (90) days after the date appearing on the quotation unless Seller receives and accepts Buyer's order within that period, but even prior to the expiration date any quotation is subject to change by Seller at any time upon verbal or written notice to Buyer.

2. **Acceptance of Purchase Orders.** Each purchase order shall be subject to acceptance by an authorized employee of Seller and each transaction shall be governed exclusively by these Terms and Conditions of Sale. Such acceptance is expressly limited to these Terms and Conditions of Sale, and any additional or different terms proposed by Buyer are automatically rejected unless expressly assented to in writing by Seller. No contract shall exist except as hereinabove provided.

3. **Price Changes.** All prices are subject to adjustment at time of delivery for cost changes incurred by Seller.

4. **Taxes.** Any and all sales, use, personal property or other taxes assessed upon any sale or products sold shall be Buyer's responsibility and liability. If Seller prepays any such taxes or costs, they shall be added to the purchase price of the products.

5. **Payment Terms.** Payment terms are Net 30 and are effective from actual date of invoice unless otherwise agreed in writing by Seller. Any payments past due shall be subject to a per month interest charge of the greater of (a) three percent (3%) or (b) the highest interest rate allowed under applicable law.

6. **Releases.** Seller shall not fabricate or ship any items except to the extent authorized in writing (including via e-mail), in Buyer's purchase order or in subsequent releases from Buyer.

7. **Packaging.** The cost of packaging and shipment shall be agreed upon between Buyer and Seller, and shall be paid by Buyer. Additional charges may be imposed for special domestic packaging, overseas packaging, or special marking performed at Buyer's request and agreed to by Seller.

8. **Shipment Terms.** All shipments shall be made F.O.B. Seller's factory unless otherwise agreed in writing. Seller shall also be entitled to impose additional charges for the completion, at Buyer's request, of forms with respect to shipping. Unless otherwise agreed, shipment may be made by lots of reasonable commercial size as Seller deems appropriate.

9. **Title and Risk of Loss.** Risk of loss or damage in transit shall be borne entirely by Buyer at all time after the products are delivered to the carrier for shipment. However, title to the products and the right to stop delivery in transit shall remain with Seller until payment in full has been received by Seller. In addition, Seller shall have the right to encumber or place liens upon the products up until the time when Seller receives full payment from Buyer for such products.

10. **Delays or Default in Delivery.** Seller shall have no liability to Buyer for Seller's delay or default in delivery or non-performance of services due to strikes, secondary boycotts, tornadoes, riots, wars, accidents, hurricanes, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity or other similar or dissimilar causes beyond Seller's control. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver, any products to Buyer or non-performance of services as agreed.

11. **Patent Infringements; Indemnification.** With respect to all products manufactured to Buyer's specifications, Buyer shall indemnify and hold Seller harmless from and against any and all lost, cost, expense, claims, demands, suits and judgments arising from actual or alleged patent infringements. With respect to all other products sold by Seller, Seller shall defend any suit or proceeding brought against Buyer on a claim that such a product, or any part thereof, directly infringes any U.S. patent, provided that Seller is notified promptly in writing and given all necessary information, assistance and authority to defend same. If as the result of such direct infringement, the court enjoins the use of any product, or part thereof, in the manner intended by Seller, Seller shall: (a) procure for Buyer the right to continue using said product or part, (b) replace such product or part with a non-infringing product or part, (c) modify said product or part so that it becomes non-infringing or (d) remove said product or part and refund its purchase price and transportation costs. Seller shall have no further liability for actual or alleged patent infringement except as provided herein. Buyer shall also indemnify Seller from and against any and all lost, cost, expense, claims, demands, suits and judgments arising from any (1) failure by Buyer to comply with these terms, (2) negligence, intentional or willful misconduct, omissions or fraud of Buyer, and (3) personal injury, death or property damage directly or indirectly caused by Buyer.

12. **Design and Technical Information.** Seller claims proprietary rights in the items and information associated with this quotation and any purchase order issued by Buyer resulting from this quotation. Drawings and technical information and any other confidential information are issued in confidence for engineering information and mutual assistance only and shall not be directly or indirectly publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned to Seller when its purpose has been served. All intellectual property of Seller, and any intellectual property developed in connection with the sale of products or provision of services to Buyer, shall be the sole and exclusive property of Seller, and Buyer shall not directly or indirectly reverse engineer any such intellectual property.

13. **Special Tooling.** All tooling patterns, dies, jigs, fixtures and tool expense shown in connection with special production items are owned by and the property of Seller. Seller agrees to reasonably maintain and, if damaged to the point of inability to use, replace at Seller's expense such equipment during the time that the respective items (without change) continue to be purchased from Seller. Equipment may be considered obsolete and scrapped by Seller if no items have been fabricated from it during a continuous period of one (1) year. Should Buyer wish to own the equipment outright, such purchase may be effected upon mutually agreed terms. Buyer shall treat all Seller's tooling and property with due care and diligence, constantly keeping it ready for operation. Buyer bears the risk of loss of and damage to Seller's tooling and property while under Buyer's direct or indirect care, custody or control. Buyer shall not directly or indirectly grant or allow any security interest, mortgage, charge, lien or any other encumbrance, claim or right on any of Seller's tooling and property. Seller has the right to take immediate possession of Seller's tooling and property at any time without payment of any kind.

14. **Warranty.** For applicable warranties, if any, refer to the terms of any applicable purchase agreements or express warranty agreements provided in writing by Seller and agreed upon between Buyer and Seller. **SELLER WILL HAVE NO OTHER OBLIGATION WHATSOEVER WITH REGARD TO THE PRODUCTS AND/OR SERVICES. ANY WARRANTY PROVIDED BY SELLER IN A WARRANTY AGREEMENT OR PURCHASE AGREEMENT IS EXCLUSIVE, AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR OTHER DAMAGES OR LOSS PROFITS OR REVENUE. SELLER'S CUMULATIVE LIABILITY TO BUYER SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY BUYER TO SELLER.**

15. **Cancellation.** Seller shall have the right to terminate an order or the relationship with Buyer at Seller's convenience, at any time and for any or no reason, upon thirty (30) days advanced written notice to Buyer. Cancellation of an order or portions thereof may be made by Buyer upon written notice to Seller subject to the cancellation charges noted below. Upon receipt of such cancellation notice, production will be stopped as promptly as reasonable possible and Buyer will be liable for cancellation charges computed as follows:

- (a) for all completed items, established prices; or
- (b) for all incomplete items, the full cost incurred by Seller up to the time of work stoppage plus Seller's other lost or forfeited monetary payments/receipts.

Any items scheduled for shipment within thirty (30) days of Buyer's request for cancellation will be paid for in full by Buyer.

16. **Returns.** No products shall be returned to Seller, whether for inspection, repair, replacement, or any other reason, without prior written consent from Seller.

17. **Remedies.** Any lawsuit or legal claim for breach of this order must be brought within one (1) year after the breach occurs.

18. **Miscellaneous.** Buyer shall not assign this Agreement without the prior written consent of Seller. Buyer shall at all times comply with all applicable laws, regulations, rules, and orders. No provision herein shall be amended or modified orally or by course of conduct, but only by a written agreement signed by the parties hereto. South Carolina law (excluding any choice of law rules) will govern the interpretation and enforcement of the terms hereof and the relationship between Seller and Buyer. Buyer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts located in South Carolina as to all matters and disputes arising or to arise hereunder. Unless Seller's prior written consent is obtained, Buyer shall not make any announcement or release any information concerning their relationship to any public market or any third party except as required for performance hereunder or by applicable law. Buyer and Seller are contractors independent of one another. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.