

Seller:	Ballard Power Systems Inc. 9000 Glenlyon Parkway Burnaby, British Columbia Canada V5J 5J8 ("Ballard")	Purchaser:	UJV Rez, a.s. Hlavni 130, Rez Husinec, 25068 Czech Republic ("Purchaser")		
	Description	Part No.	Quantity	Price/ Unit	Extended Price
Products:	Fuel cell module, FCmove™-HD+E2.0, packaged.				
Parts:	Special tools kit, FCmove™-HD, packaged				
	High voltage interface box assembly, packaged				
Services:	Applications Engineering Support	N/A			
				Total (EUR)¹	€ 264,527
Options:					
Services:	Module Parallel Configuration Support	N/A			
1. Prices are in Euros, and do not include customs, import/export brokerage fees, or commodity taxes					
Equipment Specifications, Manuals, Instructions: To be delivered.					
Description of Services: Application Engineering Support provided by Ballard Application Engineers is available to assist the Purchaser with integration support. The type of engineering support that can be provided includes: <ul style="list-style-type: none"> • Answering questions from the integration manual, interface control diagram and CAN matrix, • Discussions and feedback on Purchaser's Balance of Plant integration (Coolant, fuel cell module control and fuel cell module HV interface), • Discussions of Purchaser's test results, and • On-site and remote commissioning support 					
OPTIONAL Scope: Module parallel configuration controls development for the DCDC connected to the module, in support of Purchaser led activities regarding the system integratio. Deliverables include: <ul style="list-style-type: none"> • Discussions and feedback of Purchaser's parallel configuration) plans, subject to Purchaser's requirements validation, • Discussion on coolant isolation resistance requirements, • Calculations on coolant isolation resistance and options to mitigate, • Define maintenance schedule for coolant medium and DI filter change out frequency, and • Modelling of Purchaser's drive cycle for sizing of system 					
Travel and related expenses are not included, and will be invoiced as incurred.					

Payment Terms:

Products & Parts: 50% due net 30 days upon execution of this agreement, remaining 50% due net 30 days prior to delivery.

Services: Invoiced quarterly based on hours of support consumed. Payment due net 30 days from date of invoice.

Delivery Point:

Delivery will occur FCA, Ballard's facilities, Burnaby, B.C., (Incoterms 2010). Risk of loss or damage, and title, to the Products will pass to the Purchaser at Ballard's facilities.

Delivery Date:

Delivery shall take place within 8 months of the signing of this Agreement, provided that Ballard receives a signed copy of this Agreement and the aforementioned deposits are paid when required.

Special Sale / Warranty Terms:

1. Purchased Product is intended for the Purchaser for installation into a truck (the "Application"). Purchaser acknowledges and agrees to the Resale Restrictions set out in the General Sale Terms. Purchaser may not use the Product for an application other than the Application without Ballard's prior written consent.
2. Ballard is responsible up to the completion of the successful Factory Acceptance Test ("FAT") of the Product. Ballard will perform the FAT in the Burnaby facility with each Product in its final configuration. This test is to prove and certify function and performance of the Product according to the technical specification with certain tolerances.
3. Ballard warrants to the Purchaser that each Product will be free of defects resulting from defective materials or manufacturing workmanship for the period ("**Warranty Period**") ending the earlier of:
 - a. 36 months after the date of a Product's delivery to the custody of the Purchaser's carrier; and
 - b. 10,000 operational hours.

The above is the sole and exclusive warranty made by Ballard in respect of a Product. Ballard makes no other, and there is no other, warranty, representation, guarantee, obligation or liability, express or implied, statutory or otherwise, howsoever arising (whether by contract, tort, including negligence, principles of manufacturer's liability, operation of law, conduct, statement or otherwise). Ballard hereby disclaims any implied warranty or condition of merchantability or fitness for a particular purpose concerning a Product.

If the Purchaser discovers and notifies Ballard in writing of any such defect within the Warranty Period, Ballard will, upon determining that the warranty claim is valid, at its sole cost and option, either replace the Product or provide the Purchaser with replacement parts for, or repair, the Product.

If the Product is required to be replaced or repaired at Ballard's service centre in Burnaby, British Columbia, Canada, the Purchaser will promptly return the defective Product to Ballard at its service centre DAP Incoterms 2010 in accordance with, if applicable, the Shipping and Storage Specification as though the Purchaser were the shipper. All warranty claims must be made promptly upon discovery of the defect. If the warranty claim is valid, Ballard will be responsible for delivering the repaired or replacement Product or component to the Purchaser DAP Incoterms 2010. Where a new Product is provided as a replacement for a defective Product during the Warranty Period, the new Product will be subject to the warranty herein only for the unexpired portion of the Warranty Period relating to the original Product.

Service following the Warranty Period will be provided on a time and material basis at standard Ballard rates. While Product returns for warranty claims may be bundled in one shipment, each Product in the shipment should be supported by a fully completed Ballard warranty claim. Purchaser is required to register online via the Ballard Customer Portal at <https://ballard.custhelp.com/> to access the warranty claim process and other documentation related to warranty and service of Ballard product.

The limited product warranty specified above is conditional on the following:

- a) Receipt of payment for delivered Products in full;
 - b) For each Product, the Purchaser submitting a true, correct and completed Commissioning Checklist (included in Ballard's integration manual) certifying that the required Integration process and Commissioning process have each been followed and completed;
 - c) The Purchaser adhering to the Preventative Maintenance Schedule, as set out in the Service Manual for the Product, and, upon request from Ballard, providing reasonable evidence that the required preventative maintenance work has been completed on the particular Product;
 - d) When Ballard issues product safety recalls, service bulletins, or other notices, the Purchaser must comply with any recommended actions contained within, and upon request from Ballard, provide reasonable evidence that the actions have been taken; and
 - e) the Products being integrated in accordance with Ballard's integration manuals and operated within the operating conditions specified by Ballard's applicable operation manuals, and not disassembled or reconfigured from the Ballard configuration at the time of delivery.
4. 80 hours of application engineering support will be provided by Ballard Application Engineers to assist the Purchaser with the Services as specified within the Description of Services above. Travel and related expenses are not included, and will be invoiced as incurred. The Purchaser must use all Services by December 31, 2023. Following this date, all Services will be considered fully delivered and complete. Additional technical support services are not included in this Agreement and will be charged as requested and incurred at a rate of \$100 per hour plus expenses.
 5. Ballard does not recycle the Products. The Purchaser shall safely dispose of the Products at the end of useful life. The Purchaser is responsible for, and assumes all risk related to, the disposal of the Products.
 6. This Agreement, including all schedules and attachments hereto, is subject to the General Sale Terms. If there is a conflict between these Special Sale / Warranty Terms and the General Sale Terms, the Special Sale / Warranty Terms will prevail.
 7. Authorized signature, printed name, and date required on signature page.
 8. This Agreement, as offered, is valid if signed and returned to Ballard by November 1, 2022.

Continued >

Equipment Sale Agreement – Stack & Module



1.604.454.0900 | salesorders@ballard.com | www.ballard.com

BALLARD POWER SYSTEMS INC.	UJV REZ A.S.
By: _____ Authorized Signatory (signature)	By: _____ Authorized Signatory (signature)
Name/Title: _____ please print Chief People officer / Senior vice president, operations	Name/Title: <u>Chairman of the Board</u> please print
Date: <u>November 1, 2022</u>	Date: <u>20-10-2022</u>
By: _____ Authorized Signatory (signature)	
Name/Title: _____ please print	<u>Member of the Board</u>
Date: _____	<u>20-10-2022</u>