



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Dexter Cypress, Associate Planner
(707) 259-8635 / Email: dcypress@nvta.ca.gov
SUBJECT: Purchase Order 25-P5117 with RIDE Mobility, LLC for Two BYD 30' Battery Electric Buses

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director or designee to execute RIDE Master Agreement (Attachment 1) and Purchase Order 25-P5117 (Attachment 2) to acquire two (2) zero-emission battery electric BYD buses in an amount not to exceed \$2,450,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

In September, NVTA executed a funding agreement with the Bay Area Air District to replace Vine Transit vehicles 139 and 140 (2013 El Dorado 35-ft diesel transit buses) with two (2) battery electric BYD K7M-ER (30-Foot) buses. NVTA currently operates five BYD buses. This replacement would expand its fleet of electric buses from nineteen (19) to twenty-one (21), bringing NVTA closer to meeting the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation requiring transit agencies to purchase 100% renewable fleets by 2030.

FISCAL IMPACT

Is there a fiscal impact? Yes, the purchase for the buses is expected to be \$2,450,000. The capital purchase and budget will be recognized in the year of delivery. Table 1 and 2 present the expenditure and financing plan accordingly.

Table 1: Expenditure Plan

RIDE Mobility	Amount
Two BYD 30' Battery Electric Buses	\$2,332,931
Contingency	\$117,068
Total	\$2,450,000

Table 2: Financing Plan

Funding Source	Amount
Air District	\$872,600
LCTOP	\$826,156
HVIP	\$312,000
TDA	\$439,244
Total	\$2,450,000

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVTA was awarded \$872,600 through the Bay Area Air District (BAAD) to replace two diesel buses with zero-emission BYD 30-foot electric buses. Vehicles 139 and 140 (2013 El Dorado 35-foot diesel transit buses) have met their useful life and are set for replacement in 2025. Under this funding agreement, NVTA will operate the two BYD electric buses along Routes 11 and 11X, to serve the CARB-identified environmentally disadvantaged community of Vallejo.

NVTA has had a positive experience with the five (5) BYDs currently in service and sought this funding opportunity to expand its BYD fleet from five (5) to seven (7) buses. Through the Bay Area Air District's Carl Moyer Program, NVTA was granted funds to purchase two BYDs, which are appreciated by Vine drivers and passengers alike due to their smaller profile.

This purchase would expand NVTA's electric vehicle fleet to a total of 21 battery electric buses and keep NVTA on track with Innovative Clean Transit regulations set by CARB which require 25% of NVTA's fleet purchases to be zero-emission in 2026.

ALTERNATIVES

The NVTA Board of Directors could decline to purchase two new electric buses at this time. This would require NVTA staff to seek alternative funding programs to replace buses 139 and 140 at a later date.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 5: Minimize the energy and other resources required to move people and goods.

By replacing two diesel buses with electric buses, NVTA reduces its reliance on fossil fuels and continues its shift to renewable energy sources.

ATTACHMENT(S)

- (1) RIDE Master Agreement
- (2) BYD Purchase Order NVTA 25-P5117

MASTER SUPPLY AGREEMENT FOR ELECTRIC VEHICLES OR RELATED ACCESSORIES

SELLER:	BUYER:
RIDE MOBILITY LLC	NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
3465 E. Foothill Blvd, 2nd Floor	625 Burnell Street
Pasadena, CA	Napa, CA 94559
Contact: Patrick Duan, CEO	Contact: Rebecca Schenck, Director of Public Transit
E-mail: notices@ride.co	E-mail: rschenck@nvta.ca.gov
Phone: (626)770-4678	Phone: (707) 259-8636

1. EQUIPMENT PURCHASE. This Master Supply Agreement for Electric Vehicles or Related Accessories (the “**Agreement**”) is entered by and between the Seller named above (“**Seller**”) and the Buyer named above (“**Buyer**”). This Agreement shall exclusively govern all sale or transfer of Seller’s equipment, related accessories, or related services (“**Equipment**”) from Seller to Buyer occurring on or after the execution date of this Agreement.

2. PURCHASE ORDER.

(a) Purchase Order. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Equipment pursuant to the terms and conditions in this Agreement and in each executed purchase order (“**Purchase Order**” or “**PO**”). For the avoidance of doubt, a Purchase Order is not valid unless signed by both Seller and Buyer. Nothing in this Agreement obligates Seller to sell any Equipment except to the extent set forth in an executed PO. Once the PO is executed, a party may only change the PO by executing a written and mutually signed amendment (each, a “**Change Order**”).

(b) Specifications. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Equipment specified in “1. *Equipment*” of each Purchase Order.

(c) Payment Terms. Buyer shall pay Seller all applicable costs, fees, duties, taxes and expenses (i.e., the deposit fee, payment, and, as applicable, all other fees, duties, taxes and expenses) specified in “3. *Payment Terms*” of each Purchase Order. Buyer’s prompt fulfillment of its payment obligation when due is a condition precedent to Seller’s continued performance of Seller’s obligation under a PO or this Agreement.

(d) Delivery Terms. Seller shall deliver the Equipment to Buyer in accordance with “4. *Delivery Terms*” of each Purchase Order. Buyer shall have three (3) business days to inspect and reject the delivered Equipment or the delivered Equipment is deemed accepted by Buyer. Any time quoted by Seller for delivery is an estimate only. Seller is not liable for or in respect of any loss or damage arising from any delay in filling in any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Equipment relieves Buyer of its obligations

under this Agreement, including without limitation accepting delivery of any remaining installment(s) of Equipment. Notwithstanding anything else to the contrary, Seller may make reasonable adjustments to any PO's order quantity or delivery schedule if required to protect its operations or finances.

(e) Limited Warranty. The sole warranty applicable to the Equipment shall be specified in "5. *Equipment and Limited Warranty*" of each Purchase Order (the "**Limited Warranty**").

3. FEES AND TAXES. Buyer agrees to pay when due all fees, sales and use taxes, duties, assessments, highway use taxes, and other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance, or sale of the Equipment, whether or not paid or payable by Seller (excluding Seller's net income, franchise, and business and occupation taxes), and shall supply Seller with proof of payment upon written demand therefore by Seller.

4. INCENTIVES. If an Equipment purchase price is paid in part or in full by anticipated or actual monies from grants, incentives, or like kind benefits ("**Incentives**"), then in the scenario where the Incentives are not successfully obtained, the applicable Equipment purchase price will be increased by an amount equal to the amount of the Incentives that were not successfully obtained.

5. MAINTENANCE TRAINING. Seller may in its sole discretion certify Buyer's designated Equipment maintenance provider to perform warranty or non-warranty repairs to the Equipment, but only upon Buyer's written approval of Seller's maintenance training service proposal, which shall contain training program price, duration, scope, and other details.

6. REASONABLE USE. Buyer agrees to use commercially reasonable efforts to: (a) keep the Equipment in a state of good repair; (b) not make any alterations to the Equipment that violate applicable law or regulation; (c) prevent the use of the Equipment in any unintended, injurious, or unlawful manner; and (d) ensure that the Equipment is not subjected to unusual, extreme, or severe operating conditions. Buyer will ensure that the Equipment is not reverse engineered, by Buyer or its representative, for the purpose of trade secret misappropriation or any other intellectual property infringement or violation.

7. LIMITATIONS.

(a) Limited Warranty. EXCEPT TO THE EXTENT THAT A LIMITED WARRANTY IS STATED IN A PURCHASE ORDER AND APPLICABLE TO THE EQUIPMENT, (i) SELLER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY OF ITS PARTS OR ACCESSORIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; AND (ii) WITHOUT LIMITING THE GENERALITY OF SECTION 7(a)(i), THE EQUIPMENT IS BEING PURCHASED FROM SELLER ON AN "AS-IS" BASIS. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

(b) Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S MAXIMUM LIABILITY, HOWEVER CAUSED, ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER THE LIABILITY ARISES FROM CONTRACT, STATUTE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY, SHALL IN NO EVENT EXCEED ALL AMOUNTS ACTUALLY PAID BY BUYER TO SELLER FOR THE APPLICABLE PO OR SALE (OR ANY SUBPART OF THE SAME AS THE CASE MAY BE) THAT IS ACTUALLY IN DISPUTE UNDER THIS AGREEMENT.

(c) No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, COVER, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOST BUSINESS, DAMAGE TO REPUTATION, INCREASED COSTS, OR DIMINUTION IN VALUE, WHETHER THE CLAIM IS BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY, REGARDLESS WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. FORCE MAJEURE. If Seller is unable perform its obligations under this Agreement or an applicable Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("**Force Majeure Event**"), Seller shall not be liable for any damages to Buyer arising from the Force Majeure Event, and Seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. Force Majeure Events may include flood, fire, earthquake, riot, civil unrest, changes in applicable law or regulation, embargoes, blockades, materials shortages, failures of third-party suppliers, actions by any governmental authority or consortium, national or regional emergency, pandemic, strikes, labor stoppages, slowdowns, or industrial disturbances. This Section shall not excuse Buyer's obligation to pay the purchase price or any other amounts due.

9. LOSS AND DAMAGE. Following delivery of Equipment: (a) Buyer assumes the risk of loss, including theft or destruction, and the risk of damage to the Equipment, from any and every cause whatsoever; (b) loss or damage to the Equipment, or any part thereof, shall not relieve Buyer of any obligation under this Agreement; and, (c) if any item of Equipment is damaged or destroyed in an accident or other occurrence, confiscated by any governmental authority, subjected to any tax lien, stolen, abandoned, or subjected to undue peril, and Buyer has unpaid payment obligations on the Equipment to Seller, then Buyer shall immediately notify Seller in writing within three (3) business days of such occurrence or condition.

10. DEFAULT; SELLER'S REMEDIES.

(a) Seller may declare this Agreement to be in default and terminated upon the occurrence of (i) Buyer's failure to pay when due the full amount of any payment required hereunder or under any other equipment supply or transfer agreement, lease, loan, or retail installment contract with Seller or any related entities or Buyer's default in the performance of any of the obligations or covenants hereunder or thereunder, including, without limitation, rent, duties, taxes, liens, insurance, indemnification, repair or other charge; or (ii) the making of any false or misleading statement by Buyer prior to or in connection with this Agreement.

(b) Upon Buyer's default, (i) title to the Equipment passes to Seller, and Seller may take possession of the Equipment, and (ii) Buyer shall be liable for, and shall pay Seller upon demand, the sum of the following: (1) any payments or other amounts due and owing as of the date of default; (2) any and all commissions, fees or other amounts paid by Seller to remedy Seller's damages created as a consequence of Buyer's default (collectively, the "**Default Liability**"); and (3) any bill of material and labor costs incurred by Seller as a result of the Equipment order. In addition, Seller shall retain any deposit monies paid.

11. **BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto. Buyer shall not be permitted to assign this Agreement, or any right granted hereunder, or to delegate the performance of any obligation hereunder, in whole or in part, without the prior written consent of Seller. Any purported assignment, grant of rights, or delegation by Buyer without such consent shall be void and of no force or effect.

12. **NOTICES.** All legal notices shall be sent via registered mail (with a copy sent via electronic mail) to the respective parties at the addresses set forth above, or such other address as a party may provide to the other party in writing.

13. **GOVERNING LAW; ARBITRATION.** The laws of the State of New York, except the conflict of laws rules thereof, shall govern this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules. The number of arbitrator(s) shall be one (1). The place of arbitration shall be New York, New York. The arbitrator(s) shall be entitled to issue injunctive and other equitable relief. The arbitrator(s) may not consolidate claims without the consent of all parties and may not hear class or representative claims or requests for relief on behalf of others; Buyer agrees not to participate in any class or representative claims in any judicial proceeding. The arbitrator(s) must issue a well-reasoned award ("**Award**"). The Award must find the facts specially and state conclusions of law separately, and, in the Award, the arbitrator(s) shall not have the power to make any errors of law, render punitive, special, or consequential damages, or render any judgement that is in violation of this Agreement. The parties hereby agree that the Award rendered by the arbitrator(s) may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("**Appellate Rules**") and that the Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. This Section shall survive the termination or expiration of this Agreement. The parties must attempt to resolve any the dispute through at least one compulsory non-binding professional mediation session prior to the hearing for the dispute. Any claim the Buyer has arising from or relating to this Agreement must be filed within twelve (12) months from the date Buyer learned of or should have learned of such claim or else such claim is forever waived and released. SELLER AND BUYER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH SELLER AND/OR BUYER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.

14. **CONFIDENTIALITY.** The parties will comply with the terms of any nondisclosure agreement between Buyer and Seller (or affiliate of Seller) ("**NDA**"). If no such NDA exists, Buyer

and its representatives (a) will protect and keep confidential the existence of this Agreement, its terms and conditions, and any other information obtained from Seller or any of its affiliates in connection with this Agreement or related to the Equipment that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Seller's and its affiliates' technology, customers, business plans, marketing activities, and finances), and (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations or exercising its rights under this Agreement. All such information will remain Seller's exclusive property, and Buyer will have no rights to use such information except as expressly provided herein.

15. INTELLECTUAL PROPERTY.

(a) Buyer acknowledges and agrees that: (i) any and all Seller's intellectual property rights are the sole and exclusive property of Seller or its licensors; (ii) Buyer shall not acquire any ownership interest in any of Seller's intellectual property rights under this Agreement; (iii) any goodwill derived from the use by Buyer of Seller's intellectual property rights inures to the benefit of Seller or its licensors, as the case may be; and (iv) if Buyer acquires any intellectual property rights in or relating to any Equipment (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties.

(b) Buyer shall not: (i) take any action that might interfere with any of Seller's rights in or to Seller's intellectual property rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title, or interest of Seller in or to Seller's intellectual property rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's intellectual property rights; (iv) register or apply for registrations, anywhere in the world, for Seller's trademarks (including service marks and other indicia of source) or any other trademark that is similar to Seller's trademarks or that incorporates Seller's trademarks in whole or in confusingly similar part; (v) use any mark anywhere that is confusingly similar to Seller's trademarks in whole or in confusingly similar part; (vi) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Equipment or any Seller's trademarks; (vii) misappropriate any of Seller's trademarks for use as a domain name without prior written consent from Seller; or (viii) alter, obscure or remove any Seller's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Equipment, marketing materials or other materials that Seller may provide.

16. HEADINGS; INTERPRETATION. Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein to: (x) Sections refer to the Sections of this Agreement; (y) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption

or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

17. 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 this Agreement.

18. NO SET-OFF. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document, law or regulation, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or Seller's affiliates, whether relating to Seller's or its affiliates' breach or non-performance of this Agreement, any Purchase Order, any other agreement between (a) Buyer or any of its affiliates and (b) Seller or any of its affiliates, or otherwise.

19. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

20. ENTIRE AGREEMENT; WAIVER. This Agreement and all executed POs constitute the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement or any PO shall be effective unless in writing and signed by both parties. No waiver or delayed enforcement by Seller of any obligation of Buyer under this Agreement shall be deemed a waiver of Seller's right to subsequent or other full and timely performance. The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's general terms and conditions contained in any document issued by Buyer. In the event of any conflict between the terms of this Agreement and the terms of any Purchase Order, the terms of this Agreement prevail except to the extent that the Purchase Order expressly refers to and varies the conflicting provision of this Agreement. If a Purchase Order references or incorporates any document issued by Buyer, such document is referenced or incorporated solely for purposes of defining the scope, pricing, and schedule for Equipment, and any terms set forth in the body of this Agreement or the Purchase Order will supersede any contrary terms set forth in or referenced by such document.

21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SELLER:

BUYER:

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: Danielle Schmitz

Title: _____

Title: Executive Director

Date: _____

Date: _____

**PURCHASE ORDER NO. JY24012025NAPA-4 (NVTA 25-P5117)
BY AND BETWEEN THE SELLER AND BUYER NAMED BELOW**

This Purchase Order NO. JY24012025NAPA-4 for Equipment (the "PO") is entered into by and between NAPA Valley Transit Authority having its principal executive offices at 625 Burnell Street, Napa, CA 94559 (the "Buyer"), and Ride Mobility LLC, a Delaware limited liability company, with the address of 3465 E. Foothill Blvd, 2nd Floor, Pasadena, CA ("Seller").

The effective date of this PO is on the date this PO is fully executed (the "PO Effective Date").

Purpose

Buyer and Seller are parties to that certain Master Terms & Conditions Agreement (the "MTCA"). Buyer and Seller now desire to enter into this PO under the MTCA to set forth terms and conditions specific to the purchase and sale of those certain Equipment discussed herein from Seller to Buyer. All capitalized terms not otherwise defined in this PO shall have the meanings ascribed to them in the Agreement.

Agreement

1. Equipment

1.1 Buyer is purchasing from Seller, the Seller's K7M-ER Bus model (each a "Unit of Equipment", all together the "Equipment") specified in this Section 1.

1.2 Equipment Quantity and Total Purchase Price

See attached Exhibit A - Quotation

2. Incentives

2.1 Government Incentives including HVIP Set-Aside ("Incentives") are managed and determined by the State of California or other applicable government entity. Incentives are not determined, controlled, or guaranteed by Seller. In the event the Buyer's incentive applications are unsuccessful, Buyer remains responsible for the full Total Purchase Price of the Equipment as set forth in this PO.

2.2 Buyer shall be responsible for payment of all fees and taxes regardless of the Incentives amount actually received.

3. Payment Terms

3.1 Buyer is responsible for completing DMV registrations and for any and all DMV costs.

3.2 Taxes are listed as an estimate and are typically based on the Pre-Incentive Price depending on local, state and federal requirements.

3.3 Buyer will remit all properly payable amounts on any invoice within thirty (30) days following the receipt of such invoice.

3.4 Payments may be made according to Seller's then-current payment policies, which may include electronic payment.

3.5 If any payment due to Seller under this PO is overdue, then Buyer shall also pay interest on the overdue portion at the rate of twenty-four (24%) percent per year from the date upon which payment became due until payment together with interest is made in full.

3.6 Ownership of the Equipment shall transfer from Seller to Buyer when the full payment of the Total Purchase Price and, if any, all interests owed are made.

- 3.7 Seller shall reserve the right to adjust the Purchase Price and charge Buyer accordingly to reflect all or a portion of the existing or hereafter levied import duties and tariffs, fees, assessments, charges, and any other taxes, however designated, related to the importation of the equipment and manufacturing supply chain.

4. Delivery Terms

4.1 DELIVERY LOCATION: 625 Burnell Street, Napa, CA 94559

4.2 DELIVERY SCHEDULE: The Equipment shall be delivered within eighteen (18) months following the later of (i) the date on which both Parties have signed off on the final specifications, or (ii) the Effective Date of this Purchase Order.

4.3 VEHICLE INSPECTION/ACCEPTANCE: Upon completion of the Equipment, Seller shall provide written notice to Buyer at least 2 weeks before the Equipment is ready for inspection at the RIDE Lancaster Factory (the "Inspection Notice"). Buyer shall have the right to conduct a pre-delivery inspection of the Equipment ("PDI") prior to shipment. Buyer shall have no more than three (3) business days once the Equipment is ready (the "PDI Inspection Period") to complete the inspection and notify Seller in writing of any rejection based on nonconformity with the Specifications. Equipment that are not rejected within the PDI Inspection Period will be deemed to have been accepted by Buyer ("Acceptance").

5. Equipment and Limited Warranty

RIDE BATTERY ELECTRIC VEHICLE LIMITED WARRANTY

1. Beneficiary of the Warranty; Subject of Warranty; Spatial Area of Coverage of the Warranty

RIDE Mobility LLC ("RIDE") provides the following exclusive limited product warranty for each Subject of the Warranty sold to a Customer within the Spatial Area of Coverage (this "Warranty").

"Subject of the Warranty" means the RIDE electric buses sold pursuant to the purchase and sale agreement that this Warranty is attached to.

"Customer" means the natural person or legal entity which acquires the Subject of the Warranty for the purpose of reasonable vehicular transportation uses.

"Spatial Area of Coverage" means the United States of America.

2. Term of the Warranty

The term of this Warranty for the Subject of the Warranty which RIDE provides to the Customer is stated in the chart titled "Warranty Period" as attached in Schedule 1 (hereinafter (the "Term of Product Warranty") and begins: on the date the Subject of the Warranty is delivered (the "Commencement Date"). RIDE shall have no obligation to provide warranty service for the Subject of the Warranty after the end of the Term of the Product Warranty. For the avoidance of doubt, if Schedule 1 contains multiple warranty subcategories, then RIDE shall have no obligation to provide warranty service for any subcategory after the end of that subcategory's stipulated warranty term.

3. Exclusion of Warranty

RIDE's warranty shall not cover defects or non-conformities in the Subject of the Warranty which are caused by normal wear and tear, inadequate maintenance, transportation, improper installation or storage or repair (not done by RIDE), misuse, neglect, accident or abuse, modification to the Subject of the Warranty by a third party other than RIDE or RIDE's agent approved by RIDE, failure to observe the

maintenance or operating instructions provided by RIDE. The warranty shall not apply to defects caused by external influences including unusual physical or electrical stress (power failure surges, lightning, flood, fire, accidental breakage), which are not the responsibility of RIDE. No warranty shall apply to any damages caused by goods to which the Subject of the Warranty is incorporated or installed into, or used together with, including any parts thereof. RIDE will not honor the warranty for any Subject of Warranty: (i) that have defaced or altered VIN or odometer; (ii) that do not have clean title or designated, labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or total loss; (iii) that have been determined to be a total loss by an insurance company; or, (iv) that have been operated outside of the Spatial Area of Coverage.

RIDE shall not be liable for any inability to performance hereunder which is due to causes beyond its control, including, without limitation, strike, lockout, riot, war, crime, scarcity, fire, plague, act of God, extreme weather, natural disaster, change in law or regulation, or any governmental action or inaction.

The Subject of Warranty's battery, like all lithium-ion batteries, will experience gradual energy and power loss with time and use. The loss of battery energy or power over time or due to or resulting from battery usage is normal and natural. Subject of Warranty's driving range is an estimation only and subject to variation and change due to a variety of factors such as age, battery condition, terrain, temperature, weather, proper maintenance, driver habit, manner use, and other factors -- driving range is in no way guaranteed.

The Subject of Warranty is made from metal, and as such it may experience rust or corrosion over time arising from extreme or unexpected environmental conditions such as submersion in salt water or exposure to corrosive chemicals.

The performance of necessary repairs and parts replacement by RIDE is the exclusive remedy under this warranty. RIDE does not authorize any person or entity to create for it any other obligation or liability in connection with this warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or remanufactured part will be made by RIDE in its sole discretion.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY.

IN NO EVENT SHALL RIDE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF EQUIPMENT OR LOSS OF REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, UNLESS REQUIRED BY APPLICABLE LAW (SUCH AS DELIBERATE AND GROSSLY NEGLIGENT ACTS) OR AGREED TO IN WRITING, SHALL RIDE'S MAXIMUM LIABILITY UNDER THIS WARRANTY EXCEED THE SUBJECT OF WARRANTY'S PAID-UP PURCHASE PRICE AS NORMALLY AND NATURALLY DEPRECIATED OVER TIME.

4. Assertion of Warranty Claims

RIDE appoints the Customers' place of purchase as service center for receiving and processing warranty claims. Upon discovering a potential warranty claim regarding the Subject of the Warranty, the Customer must immediately submit the prospective claim in writing along with the original purchase agreement and invoice. Customer's claims regarding the warranty hereunder shall be made within 30 days after

Customer detects that the Subject of the Warranty has developed potential warranty issues.

Some jurisdictions or local governments may require that tax be collected on warranty reports. Where applicable law allows, Customer is solely responsible for the payment of these taxes.

The Customer must allow RIDE a reasonable time for completion of warranty repair or service. Upon notification by RIDE of the completion of the repair or service, the Customer must immediately pick up the Subject of Warranty at the Customer's own expense, or reasonable daily storage fees will be assessed.

5. Governing Law and Dispute Resolution

This Warranty and any disputes arising from or relating to the same shall be governed exclusively by the governing law and dispute resolution provisions stipulated in the purchase and sale agreement this warranty is attached to.

Schedule 1 – Warranty Period

STANDARD LIMITED WARRANTY				
This warranty covers 100% of the material (with exception to vulnerable consumable parts, friction material), workmanship and any associated freight costs during the warranty time period identified below.				
No.	Major Component & Subsystem	Description (what is covered)	Warranty Period (which occurs first)	
			Years	Miles
1	<u>Complete Bus</u>	All parts with exception to components or subsystems noted below.	2	100,000
2	<u>Basic Bus Structure</u>	Body, and body structure shall consist of the components that are mechanically fastened or adhesively bonded or glued as part of the structure.	3	150,000
3	<u>Exterior Paint</u>	Requires supporting documentation of PM records.	3	150,000
4	<u>Chassis Structure (Integrity)</u>	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.	12	500,000
5	<u>Chassis Structure (Corrosion)</u>	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless RIDE approved preventative measures are taken.	12	500,000
6	<u>Propulsion System/Drive Axle</u>	Traction Motor/s, Hub Reduction Gear Assembly, Gearbox, Gearbox Housing Assembly Requires supporting documentation of PM records.	5	250,000
7	<u>High-Voltage Energy Storage System</u>	Remaining Rate of usable capacity is no less than 70% of initial usable capacity. There is no limitation on gross discharging kWh throughout warranty period.	12	Unlimited
8	<u>High-Voltage Components & Control System</u>	Drive motor controller, Bidirectional inverter charge-discharge motor controller, DC and auxiliary motor controller assembly, Service plug assembly, High-voltage distribution box, High-voltage harness, 3-phase cable junction box.	5	250,000
9	<u>Low-Voltage Control System</u>	Vehicle control unit, Rear auxiliary controller.	5	250,000
10	<u>Non-Drive Axles</u>	Requires supporting documentation of PM records.	3	150,000
11	<u>Defroster System BYD</u>	Defroster, PTC driver, Defroster controller.	3	150,000
12	<u>Air Conditioning System SongZ</u>	Requires supporting documentation of PM records.	5	100,000
13	<u>Door System Vapor</u>	Excluding maintenance items & items that are not covered by the OEM's warranty.	2	Unlimited
14	<u>Wheel Chair Lift & Ramp System Ricon</u>	Lift and/or ramp parts and mechanical only.	2	Unlimited
15	<u>Brake System</u>	Friction Material Excluded.	2	100,000
16	<u>Flooring</u>	The wear layer floor coverings shall be free from defects in material.	10	Unlimited
17	<u>Air Compressor</u>	Requires supporting documentation of PM records.	2	100,000
18	<u>Destination Sign (I/O Controls Dinex)</u>	Requires supporting documentation of PM records.	5	Unlimited
19	<u>Tire</u>	Requires wheel alignment records. Warranty does not apply to normal wear and tear or deterioration.	2	24,000
All maintenance records should be retained by the owner/operator as specified by Ride preventive maintenance manual.				

By signing below, the parties agree to be bound to this PO. For the avoidance of doubt, this PO constitutes a notice to proceed from Buyer to the Seller.

SELLER: RIDE Mobility LLC

BUYER: Napa Valley Transportation Authority

By: _____
(Signature)

Name: Patrick Duan

Title: CEO

Date: _____

By: _____
(Signature)

Name: Danielle Schmitz

Title: Executive Director

Date: _____

3465 E. Foothill Blvd, 2nd Floor

Pasadena, CA 91107

Phone: (626) 770-4678

Quotation For:

NAPA Valley Transit Authority (NVTa)

625 Burnell Street, Napa, CA 94559

Quotation

DATE 9/24/2025

Quotation # JY24012025NAPA-4

Quotation Validity: 36 days * see notes.

Quotation valid until: 10/30/2025

Prepared by: JJ Zhang

SALES PERSON	SHIP DATE	FOB Destination	TERMS
Jason Yan	Estimated 12-18 Months After Specification Finalization	Napa, CA	NET-30

ITEM #	QTY	DESCRIPTION	UNIT PRICE (USD)	TOTAL AMOUNT (USD)
1	2	30' BYD K7M-ER Bus (Nameplate 348 kWh/ Usable 313 kWh) - Charger is not included	\$ 930,000.00	\$ 1,860,000.00
2	2	Add-on (See Add-on Sheet)	\$ 178,737.90	\$ 357,475.80
3	2	Destination Cost	\$ 4,169.00	\$ 8,338.00
4	2	Standard HVIP Incentive Amount (Up to \$156,000/bus)	\$ (156,000.00)	\$ (312,000.00)
		Subtotal		\$ 1,913,813.80

Estimated Tax (4.8125%)	\$ 107,117.29
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Total (USD)	\$ 2,020,931.09
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***NOTE:**

1. Applicable taxes is an estimate after AB-784 and AB-2622 (3.9375%) partial exemption and may be adjusted according to date of invoice.
2. Add-ons pricing is estimated and may be adjusted after specification finalization.
3. PO acceptance is needed from RIDE before PO execution.
4. Seller shall reserve the right to adjust the Purchase Price and charge Buyer accordingly to reflect all or a portion of the existing or hereafter levied import duties and tariffs, fees, assessments, charges, and any other taxes, however designated, related to the importation of the equipment and manufacturing supply chain.
5. INCENTIVES. If an Equipment purchase price is paid in part or in full by anticipated or actual monies from governmental grants, incentives, or like kind benefits ("Incentives"), then in the scenario where the Incentives are not successfully obtained, the applicable Equipment purchase price will be increased by an amount equal to the amount of the Incentives that were not successfully obtained.



RIDE Mobility LLC

"Real Innovation Delivered with Excellence"

Date 9/24/2025

Quotation # JY24012025NAPA-4

Quotation For:

NAPA Valley Transit Authority (NVTa)

625 Burnell Street, Napa, CA 94559

Quotation Valid Until: 10/30/2025

Add on List

Add on #	Description	Qty per bus	Unit Price (USD)	Extended Price per Bus (USD)
1	Exterior Mirror With Heating Function	1	\$ 661.17	\$ 661.17
2	Sportworks Bike Rack - Apex3 Stainless Steel - Include bike rack deployment light on dash	1	\$ 5,302.02	\$ 5,302.02
3	Turbo Image Bus Wrap And Decal	1	\$ 15,491.52	\$ 15,491.52
4	USSC (Freedman) Citipro - 3-point retractable seat belt - one-piece filler/cover provided in tracking between fixed seat floor placements	1	\$ 24,939.55	\$ 24,939.55
5	TSI Camera System - X-DMR8; 8 cameras	1	\$ 19,928.57	\$ 19,928.57
6	Motorola Radio - XPR5350 (2yr warranty)	1	\$ 3,975.80	\$ 3,975.80
7	Syncromatics ITS	1	\$ 34,898.95	\$ 34,898.95
8	Hubodometer	1	\$ 509.23	\$ 509.23
9	Passenger USB Ports - 13 USB	1	\$ 1,449.68	\$ 1,449.68
10	Parcel/Luggage Rack	1	\$ 5,005.39	\$ 5,005.39
11	Driver Barriers - Bentech	1	\$ 11,510.38	\$ 11,510.38
12	Additional 6" round mirror on front door header	1	\$ 179.22	\$ 179.22
13	Q'pod 3-point system on S/S - Additional floor restraint needed on C/S	1	Included in Passenger Seating	Included in Passenger Seating
14	Silent Alarm Switch	1	\$ 351.12	\$ 351.12
15	Ambient Light Detection and Adjustment for Destination Sign	1	Included	Included
16	UTA: Model - 30 APC CPU (w/WLAN+GPS)	1	\$ 10,354.61	\$ 10,354.61
17	Schedule Rack x2	1	\$ 543.42	\$ 543.42
18	Clipper System - Pre-wire	1	\$ 6,468.00	\$ 6,468.00
19	Genfare 41' Fastfare Farebox	1	\$ 36,969.27	\$ 36,969.27
20	Destination Signs: Change from I/O Control to Hanover	1	\$ 200.00	\$ 200.00
			TOTAL (USD)	\$ 178,737.90