

LIONC

All-Electric Type C
School-Bus



Quote



THE LION ELECTRIC ENTITY DESIGNATED AS SELLER

Quote number	QUO-03992-Y3V3H1
Revision Id	0
Effective From	5/31/2023
Effective To	8/29/2023

CUSTOMER/BILLING INFORMATION
Jay Jurens Turkey Valley Community School District 3219 Hwy 24 Jackson Junction Iowa 52171 United States 563-776-6011 jjurrens@turkey-v.k12.ia.us

SALES MANAGER INFORMATION
Karl Kramer National Sales Manager Karl.Kramer@thelionelectric.com

FINAL DESTINATION ADDRESS INFORMATION

VEHICLE SHIP TO ADDRESS INFORMATION

Item name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
2023 LionC - Base Model	\$305,000.00	2	\$0.00		\$610,000.00
100 miles	\$30,000.00	2	\$0.00		\$60,000.00
Lion C Iowa Bundle	\$13,154.40	2	\$0.00		\$26,308.80
278WB_71_3pointseatbelts	\$9,798.00	2	\$0.00		\$19,596.00
ACCESSORIES: PER STATE SPECIFICATIONS	\$0.00	1	\$0.00	\$0.00	\$0.00
BODY WIDTH: 102 IN	\$0.00	1	\$0.00	\$0.00	\$0.00
CAPACITY (max passengers): UP TO 71 PASSENGERS	\$0.00	1	\$0.00	\$0.00	\$0.00
Entrance Door (s): STANDARD	\$0.00	1	\$0.00	\$0.00	\$0.00
HEATING SYSTEM (Fuel or Electric): BOTH AVAILABLE; CUSTOMER TO CHOOSE; AC REQ'd for Electric	\$0.00	1	\$0.00	\$0.00	\$0.00
HOOD COLOR (Yellow Gloss/Mat, Black)	\$0.00	1	\$0.00	\$0.00	\$0.00
LABELS & LETTERING: PER STATE SPECIFICATIONS	\$0.00	1	\$0.00	\$0.00	\$0.00
REFLECTIVE TAPES & MARKINGS: PER STATE SPECIFICATIONS	\$0.00	1	\$0.00	\$0.00	\$0.00
ROOF (Yellow or White)	\$0.00	1	\$0.00	\$0.00	\$0.00
SEAT SPACING - (minimum): 26"	\$0.00	1	\$0.00	\$0.00	\$0.00
STEEL BODY REQUIREMENTS: NONE	\$0.00	1	\$0.00	\$0.00	\$0.00
STOP ARMS: STANDARD	\$0.00	1	\$0.00	\$0.00	\$0.00
Window Drop (max opening): 9"	\$0.00	1	\$0.00	\$0.00	\$0.00
BODY FLUID KIT	\$0.00	1	\$0.00	\$0.00	\$0.00

Option name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
CAMERA SYSTEM, INTERNAL-SEON 5 HEAD	\$4,500.00	2	\$0.00		\$9,000.00
LIONBEAT PREMIUM - 3 Years	\$1,299.99	2	\$0.00		\$2,599.98
ROSCO BACKUP CAMERA	\$1,221.00	2	\$0.00		\$2,442.00
ACOUSTIC HEADLINER	\$995.00	2	\$0.00		\$1,990.00

Authorized Vendor

This quote is valid for 90 days from quote date. Please refer to the Terms and Conditions of Sale for detailed payment terms.

Quote



PLYWOOD - 3/4" - MARINE	\$800.00	2	\$0.00	\$1,600.00
DRIVER AIR SEAT, HEATED	\$680.00	2	\$0.00	\$1,360.00
LED HEADLIGHTS	\$541.70	2	\$0.00	\$1,083.40
LED LIGHT MONITOR	\$450.00	2	\$0.00	\$900.00
PA SYSTEM + EXTERIOR SPEAKER	\$425.00	2	\$0.00	\$850.00
CROSS-GATE - W/MAGNET -ELECTRIC	\$255.00	2	\$0.00	\$510.00
STROBE LIGHT	\$255.00	2	\$0.00	\$510.00
AIR BRAKES/SUSPENSION	\$0.00	1/unit	\$0.00	\$0.00
BUMPERS - BLACK	\$0.00	2	\$0.00	\$0.00
HOOD COLOR: YELLOW GLOSS (Check State Bundle)	\$0.00	2	\$0.00	\$0.00
WHEELS - BLACK	\$0.00	2	\$0.00	\$0.00
ROOF: WHITE	\$0.00	2	\$0.00	\$0.00

TOTAL DEPOSIT DUE AT THE TIME OF PURCHASE ORDER PER VEHICLE

***The listed taxes and registration fees are estimates only, fees to be calculated at the time of invoice**

**** Freight charges are estimates only and are subject to change at any time.**

***** Seller/Dealer subject to change.**

Detail Amount	\$738,750.18
Total Discount	\$0.00
Subtotal	\$738,750.18
Sales Taxes*	\$0.00
Federal Excise Taxes*	\$0.00
Environmental fee – Tire *	\$0.00
Freight Amount**	\$8,900.00
DMV Registration Fees*	TBD
Subtotal with freight and taxes	\$747,650.18
Grant Amount (Payable to Lion)	\$0.00
AMOUNT PAYABLE TO LION	\$747,650.18
Grant Amount (Payable to Client)	\$0.00
Net Amount	\$747,650.18

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Quote Number: QUO-03992-Y3V3H1
Revision Id: 0

Customer Signature Indicating Acceptance of Quote: _____

Purchase Order Number: _____

Title/Position: _____

Date: _____

Requested Delivery Date: _____

*Note: Price subject to change upon final P.O. acceptance.

*Please note that all funding sources, buying incentives, and grants listed above are only temporary. Amounts shown are subject to change based on final order. The client is financially responsible for any discrepancies once the amounts of the award are finalized.

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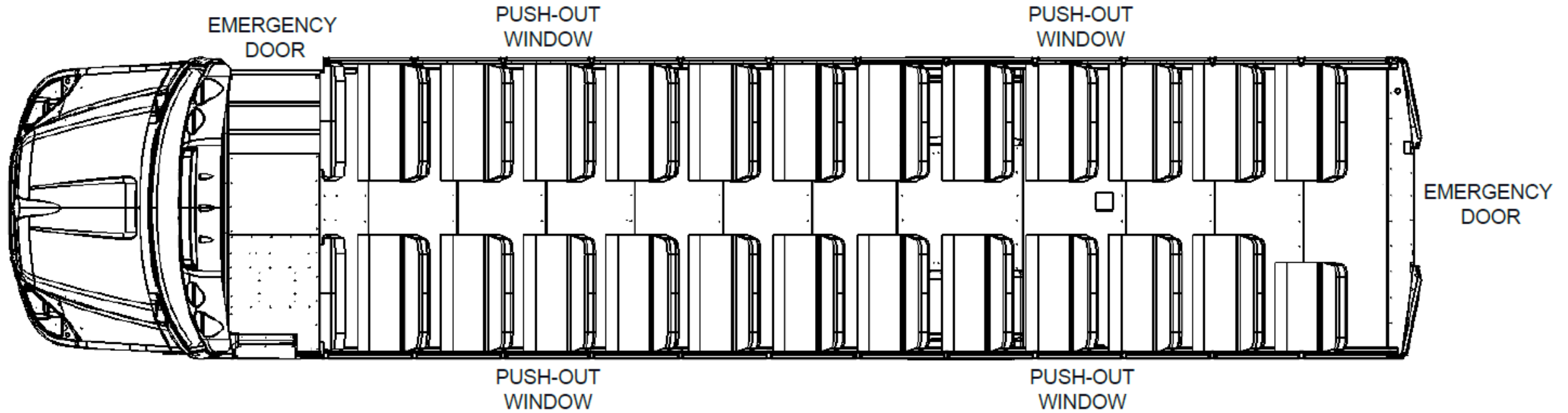
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LION C - BASE SPECIFICATIONS

GROSS VEHICLE WEIGHT RATING (GVWR)	30,000 lbs.
SEAT ROWS	Up to 12 rows
PASSENGER CAPACITY	71 passengers
LENGTH	462 in.
BODY WIDTH	102 in.
HEADROOM	78 in.
TIRE AND RIM	11R22.5
CHARGE PORT	FRONT (STANDARD)
SINGLE SPEED ELECTRIC MOTOR	UP TO 240 H.P. - 350 H.P. (230 kW) / 1200 - 1800 FT-LBS TORQUE
REGENERATIVE BRAKING SYSTEM	STANDARD
RANGE	UP TO 200 km
HIGH VOLTAGE BATTERIES	LITHIUM-ION (NMC)
DC CHARGING	STANDARD
SOUND GENERATOR	STANDARD (0-20 MPH)
12 V BATTERIES	2 X 950 CCA
CONDENSER MODEL	CS-3
SIDE EVAPORATOR MODEL	EZ-5
REAR EVAPORATOR MODEL	EZ-91
DASH EVAPORATOR MODEL	ID-23
BRAKE SYSTEM	HYDRAULIC DISC BRAKES
FRONT & REAR TOW HOOKS	STANDARD
POLYETHYLENE STEPWELL	STANDARD
POLYETHYLENE BATTERY BOX, TRAY AND WHEELHOUSES	STANDARD
COMPOSITE REAR EMERGENCY DOOR	STANDARD
COMPOSITE ABS EXTERIOR BOW CAP	STANDARD
INTEGRATED TRASH CAN	STANDARD
ONBOARD TOUCHSCREEN (TELEMATICS, STATS AND DIAGNOSTICS)	STANDARD
SMART CHARGE	STANDARD
PREHEAT SETTING	STANDARD
CHARGING INDICATORS AND CLEARING LIGHTS	STANDARD
CHARGE READY PILOT LIGHT	STANDARD
ON/OFF MASTER DISCONNECT SWITCHES	STANDARD
EXTERIOR LED LIGHTS	STANDARD
INTERIOR LED LIGHTS	STANDARD
ELECTRIC HORN	STANDARD
MIRRORS	REMOTE & HEATED
FLAPS	STANDARD
VISOR	ACRYLIC, ADJUSTABLE
STOP ARM	LED STOP ARM - CMVSS
REFLECTIVE MARKINGS	PER CMVSS
SCHOOL BUS SIGNS	PER CMVSS
FLOOR	PLYWOOD / BLACK FLOORING
HEATING	AUX HEATING
WINDOWS	TINTED
ROOF	COMPOSITE
BODY PANELS	YELLOW COMPOSITE
RUB RAILS	BLACK STEEL
BRAKES BRAND & MODEL	MERITOR, WABCO
TIRE BRAND	GOODYEAR OR EQUIVALENT
DRIVER SEAT	GREY CLOTH - WITH - ARM REST
PASSENGER SEATS	39 in. - GREY - HIGH BACKS (3-point seatbelts not included)
SEAT BRAND	HSM
TRIKIT	STANDARD
FIRST AID KIT	STANDARD
FIRE EXTINGUISHER	STANDARD
CHILD CHECK MATE	STANDARD
CUP HOLDER	STANDARD
DRIVER JACKET HOOK	STANDARD
RADIO & 4 SPEAKERS	STANDARD

LIONC LAYOUT 278-12

12 seat rows, 71 passengers



1 855 546-6706
info@thelionelectric.com



DANA Extended Warranty

LionC USA



LIONC	Basic Warranty		Extended Warranty (includes Basic Warranty: years and miles)					
	Years	Miles (k=1,000 miles)	+ 1 year		+ 2 years		+ 3 years	
Motor SUMO MD	5	100k	6 (5 + 1) years	200k miles	7 (5 + 2) years	230k miles	8 (5 + 3) years	260k miles
CO200 Invertor	5	100k	6 (5 + 1) years	200k miles	7 (5 + 2) years	230k miles	8 (5 + 3) years	260k miles
Neuro HD Controller	5	100k	6 (5 + 1) years	200k miles	7 (5 + 2) years	230k miles	8 (5 + 3) years	260k miles
Charger BCI20*	1	Unlimited	2 (1 + 1) years	200k miles	3 (1 + 2) years	230k miles	4 (1 + 3) years	260k miles
Retail Price (USD\$)			\$3,600		\$7,000		\$9,000	
Drive Axle S21-140	2	Unlimited	3 (2 + 1) years	Unlimited miles	4 (2 + 2) years	Unlimited miles	n/a	n/a
Retail Price (USD\$)			\$615		\$810		N/A	

* The BCI20 charger is applicable to Lion C models with AC charging.



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TERMS AND CONDITIONS OF SALE

- 1. Application of Terms.** It is expressly agreed between Lion Electric Company ("Lion") and you ("Customer") that the sale of Lion's products is governed exclusively by these Terms and Conditions of Sale ("Terms and Conditions"). Lion's acceptance of Customer's purchase order is expressly conditioned upon Customer's assent to these Terms and Conditions to the exclusion of any additional or different terms or conditions on Customer's order form or any other Customer documents. No waiver, alteration or modification of any of these Terms and Conditions by Customer shall be valid unless made in writing specifically referencing these Terms and Conditions and signed by an officer or other duly authorized representative of Lion.
- 2. Quotations and Prices.** Quotations given by Lion to Customer are not an offer to sell but only an invitation for an order. No transaction shall be deemed completed until Lion has accepted Customer's purchase order and Lion reserves the right not to accept a purchase order, or a portion thereof, for any reason.
- 3. Cancellations.** Purchase orders that have been accepted by Lion cannot be cancelled by Customer without prior written authorization of Lion and Customer agrees to indemnify Lion against any loss arising from any cancellation, and to reimburse Lion for all expenditures incurred by Lion with respect to any cancellation.
- 4. Payment.** Subject to credit approval, payment for all amounts due hereunder shall be due at the time of delivery, unless otherwise expressly agreed to by Lion in writing. Notwithstanding the foregoing, Lion may at its sole discretion require that full payment be executed before delivery of any product. Payments not received when due will be subject to a late fee of 2%, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting any moneys due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, legal interest, attorneys' fees and collector's expenses, shall be paid by Customer to Lion. In addition to other rights and remedies, Lion reserves the right in its sole discretion, either to: (a) withhold deliveries and/or shipments, (b) impose or revise any credit limits on Customer's purchases, or (c) cancel the purchase order, when Lion deems itself insecure with respect to Customer's ability to pay for the purchase order.
- 5. Security Deposit.** When a security deposit is required in the Quotation, the payment must be paid by the Customer upon reception of the invoice issued by Lion. The amount of the security deposit will be deducted from the final invoice. Providing that a government entity cannot issue a security deposit, the said entity shall be exempted from the obligation upon written justification to Lion.
- 6. Taxes.** Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection herewith. Such charges are not included in the price of the products or services and will be added to payments due to Lion. Customer agrees it will be responsible and shall indemnify Lion for all additional taxes or penalties from a taxing authority, and all legal expenses incurred by Lion due to incorrect taxing information furnished by Customer.
- 7. Delivery and/or Shipment.** Any shipping, delivery and/or performance dates given in advance are estimates only and are not guaranteed, although reasonable commercial efforts will be made to deliver and/or ship in accordance with such estimates. No liability shall attach against Lion on account of any delay in delivery and/or shipment by Lion. Customer agrees to accept partial or pro rata deliveries and/or shipments and hold Lion harmless from any liability that may result from Lion's inability to execute in full any purchase order.
- 8. Title and Risk of Loss.** All goods shall be shipped DDP – Delivery Duty Paid unless otherwise expressly agreed to by Lion in writing. Risk of loss pass to Customer at the point of delivery. Customer agrees to indemnify, defend and hold Lion harmless from any and all losses arising out of any or all claims, suits and/or demands related to the products while at Customer's risk.
- 9. Transportation Charges.** All transportation charges and related expenses shall be the responsibility of Customer unless otherwise expressly agreed to by Lion in writing. If freight is allowed at Lion's cost, Lion reserves the right to select the carrier of choice and the unloading of material at the point of destination shall be the sole responsibility of Customer. For all shipments, Lion responsibility ceases when the transportation company receives the material in good condition. The shipment must be checked upon Customer receipt for transportation damages, and if damaged, a claim must be made against the transportation company immediately and sufficient evidence provided to Lion.
- 10. Limited Warranty.** Products manufactured by Lion are covered by the limited warranty terms, available upon request, of such products. For products not manufactured by Lion, any warranty issued by the manufacturer or vendor of products shall be solely that of the manufacturer or vendor and not of Lion. Lion hereby assigns to Customer, as of the date that title passes to Customer for such products, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the products, and Lion hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor.
- 11. Disclaimer.** EXCEPT FOR THE WARRANTIES OF TITLE ABOVE, LION MAKES NO WARRANTY REGARDING ANY OF THE PRODUCTS SOLD OR SERVICES RENDERED BY IT, MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS ANY AND ALL OTHER CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR PERFORMANCE. ANY DOCUMENTATION, RECOMMENDATION OR ASSISTANCE PROVIDED BY LION CONCERNING THE PRODUCTS, THEIR USE, DESIGN, APPLICATION, OPERATION, OR OTHERWISE, IS FOR CUSTOMER ONLY, SHALL NOT BE CONSTRUED AS REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND IS ACCEPTED BY CUSTOMER AT ITS OWN RISK AND WITHOUT ANY OBLIGATION OR LIABILITY TO LION. LION SHALL NOT BE LIABLE FOR INFORMATION OR DOCUMENTATION PROVIDED BY CUSTOMER OR ANY OTHER SECONDARY SOURCES AND SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF CUSTOMER OR ANY THIRD PARTY HEREUNDER OR OTHERWISE. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY AND/OR QUANTITY OF THE PRODUCTS OR SERVICES TO BE PROVIDED BY LION. CUSTOMER'S EXCLUSIVE REMEDY AGAINST LION FOR BREACH OF ANY WARRANTY ARISING HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SPECIFIC PRODUCT OR REPERFORMANCE OF THE SERVICE AT ISSUE, OR RETURN OF THE PURCHASE PRICE. LION ASSUMES NO LIABILITY FOR ANY DISMANTLING, REMOVAL, INSTALLATION, RE-INSTALLATION OR LABOR COSTS, OR ANY CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FOREGOING.

These terms and conditions are subject to change at any time without notice.

Terms and conditions of sale - February 2021



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TERMS AND CONDITIONS OF SALE

- 12. Limitation of Liability.** IN NO EVENT SHALL LION BE LIABLE FOR (A) ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES; (B) LOSS OF PROFITS OR BUSINESS REVENUE OR INCOME, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LOSS OF TIME; OR (C) ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY; WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE, RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT LION HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. MOREOVER, CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCE SHALL THE TOTAL LIABILITY OF LION TO CUSTOMER EXCEED THE VALUE OF THE SPECIFIC PRODUCT OR SERVICE AT ISSUE.
- 13. Applicable Law.** The construction, validity and performance of these Terms and Conditions (and any dispute, claim or obligation under it, whether contractual or noncontractual) shall be governed by the laws of the Province of Quebec and the parties irrevocably submit to the exclusive jurisdiction of the courts of the judicial district of Montreal (Quebec, Canada). These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 14. Use of Customer Name.** Customer agrees that Lion may use Customer's name and logo to identify Customer as a customer of Lion on Lion's website, and as a part of a general list of Lion customers for use and reference in Lion corporate, promotional, and marketing materials. Customer agrees that Lion may issue a press release identifying Customer as a Lion customer and describing the nature of the Products, Services and/or Support Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior approval, which will not be unreasonably withheld.
- 15. Nature of the Relationship.** No agency, partnership, joint venture, or other business organization is created by this Agreement. Neither party will have the right or authority to make commitments of any kind for, or on behalf of, the other party without prior written consent of the party to be bound. Customer and Lion shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Agreement will be construed as a commitment by Lion to engage in any further business with Customer beyond the scope of this Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Agreement. Lion may refer to Customer as a customer reference in business dealings with potential customers, Lion financing matters and in press releases.
- 16. Compliance with Privacy Laws.** Customer acknowledges and agrees that any Personal Information that Customer provides to Lion in connection with Lion's products or services, or that are otherwise transferred or made accessible to or collected or received by Lion through Customer's use of Lion's products or services, will be Processed in accordance with the terms of Lion's privacy notice, as posted on its website. Customer represents and warrants that any Personal Information Processed by Lion on behalf of Customer in connection with Lion's provision of its products or services under this agreement has been collected and disclosed by Customer in compliance with all applicable Privacy Laws and other applicable laws or collective agreements. "Privacy Laws" means the privacy and data protection laws of any jurisdiction to which either of the

parties is subject when Processing Personal Information under this agreement including, by way of example but not limitation, An Act Respecting the Protection of Personal Information in the Private Sector (Quebec), the Personal Information Protection and Electronic Documents Act (Canada); and applicable U.S. Federal and State privacy laws, including the Gramm-Leach Bliley Act, the California Consumer Privacy Act of 2018 and the California Privacy Rights Act. "Personal Information" means any information about an identified individual, including information that, alone or in combination with other available information, may be used to identify an individual, including any information to which applicable Privacy Laws may apply. "Processing" or "Processed" means to take any action or perform any operation or set of operations that Lion's products and services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy.

- 17. Export Restrictions.** Customer shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States, Canada or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Customer hereby agrees to indemnify and hold Lion harmless against any and all losses, damages and costs resulting from any non-compliance by Customer. Lion shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. By accepting this Agreement, Customer confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.
- 18. Force Majeure.** No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein, or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

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