VEHICULAR EQUIPMENT PURCHASE EXHIBIT

This Exhibit modifies the Terms and Conditions for Materials and Related Services:

The following definitions are added to “DEFINITIONS” of the Terms and Conditions.

**Contract**: A document, as may be amended by Change Orders, issued by Edison and signed by both parties which incorporates these Terms and Conditions and any other documents, including any Statement of Work or Specification, and which details the relationship between Edison and Supplier and the obligations and benefits, product or services to be provided, payment terms, rules and regulations of Edison, insurances, and required regulatory compliance.

**Location**: The location of Edison’s facilities where the Vehicles are delivered or where Work will otherwise be performed.

**Vehicles**: Any and all vehicular equipment (such as automobiles, trucks and trailers which must be licensed for use on the highway), and other equipment (such as forklifts, cranes, tractors and snow cats which are not required to be licensed for use on the highway), plus Documentation, accessories, devices, and spare parts which are to be furnished by Supplier pursuant to the Agreement.

The definitions of “Delivery Date”, “Documentation” and “Work” in DEFINITIONS of the Terms and Conditions are replaced with the following.

**Delivery Date**: The contractual date the Vehicles and Documentation are to be received at the “Ship To” address or “delivered to FOB point.”

**Documentation**: The certifications, operation and maintenance manuals, instructions, specifications, line tickets, vehicle licensing and other data specified to be delivered by Supplier.

**Work**: The furnishing of the Vehicles, including assembly, preparation, pickup and delivery, the Documentation and all other obligations of Supplier, as stated in the Agreement.

The following Subsection 2.10 is added to Section 2, “Material”, of the Terms and Conditions for Material and Related Services.

2.10 Edison may transfer Vehicles purchased hereunder to a third-party lessor by assigning the Purchase Order to such lessor, without the consent of Supplier, whereupon such lessor would lease the Vehicles back to Edison.

The following provision replaces subsection 1.1, “Invoice Time Limits”, in Section 1, “Commercial Terms”, of the Terms and Conditions for Material and Related Services.

3.1 **Payment**.

Except as may be otherwise provided in any agreement pursuant to which Edison leases the Vehicles from a third-party lessor, invoices shall be paid by Edison within thirty (30) days after: 1) Edison’s Acceptance of the Vehicles and the Documentation at the FOB Destination; 2) Edison’s receipt of a copy of Edison’s Acceptance notification; and 3)
receipt of the invoice by Edison’s Transportation Services Department. For any portion of the Vehicles which does not conform to the requirements of the Agreement, Edison shall have the right to withhold a corresponding portion of the price until such nonconformance is corrected. Payment shall not forfeit Edison’s right to inspect and accept the Vehicles and Documentation, nor shall the withholding of any payment, or portion thereof, preclude Edison from pursuing any other rights or remedies it may have under the Agreement.

A. Invoice and licensing documentation shall be addressed and mailed to Southern California Edison, 265 N. East End Avenue, Pomona, CA 91767.

B. Invoice shall include vehicle description, Edison vehicle number, Purchase Order number, serial number(s), component cost(s) (e.g., cab/chassis, body, and boom), and delivery Location(s). If vehicle includes a boom, the front, rear, and total weights shall be furnished.

The following provision replaces subsection 1.4, “Taxes”, in Section 1 “Commercial Terms”, of the Terms and Conditions for Material and Related Services.

3.4 Taxes.

A. Invoice shall separately identify sales, use, Federal Excise Taxes, and authorized freight charges. All vehicles will be charged applicable sales tax. Sales and use taxes are not applicable to freight charges.

B. Except for sales and use tax, the Agreement price for the Vehicles is inclusive of all other taxes, fees, excises and charges which are now or hereafter imposed by Federal, State, Municipal, or other local public authority.


4.1 Delivery.

A. Delivery shall be “FOB Destination” at the “Ship To” Location stated in the Agreement by the Delivery Date. Delivery of the Vehicles and specified Documentation is essential to maintain Edison’s schedules. Deliveries shall not be earlier than thirty (30) days prior to the Delivery Date unless approved by Edison. Deliveries may be expedited by Edison, who shall be allowed access to Supplier’s and Sub-Supplier’s facilities, upon reasonable prior written notice, at all times to verify production and/or delivery status.

B. Supplier shall promptly notify the Edison Representative of any condition which may affect the Delivery Date. Supplier shall notify the Edison Representative of any known change or anticipated change in the specified Delivery Date, or changes of more than two weeks to any other scheduled dates. If Supplier does not meet any of the scheduled dates in the Agreement due to causes other than “Force Majeure Event” (see Section 4), and such delay may impact Supplier’s ability to meet the Delivery Dates, then Supplier shall, at its own expense, take all necessary actions to bring the Work back on schedule and to meet the Delivery Dates.

C. Supplier is responsible for reporting to Edison’s Transportation Services Department (as identified in the Agreement) the following information on a bimonthly basis (twice monthly) for vehicle(s) ordered, but not yet delivered, or as otherwise stated in the Agreement:
(1) **Chassis Status**: Edison vehicle number, chassis order date, chassis order number, VIN, scheduled production start date, scheduled completion date, and scheduled Delivery Date to the final stage manufacturer (if applicable).

(2) **Major Component Status**: Edison vehicle number, body and boom manufacturer’s order numbers, body and boom scheduled start dates, scheduled completion dates, and scheduled Delivery Dates to the final stage manufacturer (if applicable).

(3) **Final Stage Manufacturing Status**: Edison vehicle number, final stage manufacturer order number, scheduled assembly start date, scheduled assembly completion date, scheduled unit test date, scheduled final inspection/turnkey date, and scheduled Delivery Date to Edison.

D. Edison may, at its sole option, accept or return deliveries which vary from the specified Delivery Date or quantities, except for authorized partial shipments.

The following provision replaces subsection 2.3(A), “Ownership, Title and Risk of Loss”, of Section 2, “Material”, of the Terms and Conditions for Material and Related Services.

(A) Title and risk of loss or damage to the Vehicles shall pass from Supplier to Edison when the Vehicles is received by Edison at the “Ship To” Location and has successfully passed the Vehicle Turnkey Inspection. Title shall be free and clear of any and all liens and encumbrances whatsoever at the time title passes to Edison.

The following provision, replaces Section 5, “Acceptance”, of the MMA.

7. **Inspection and Acceptance**

7.1 Final inspection, testing, and acceptance of the completed Vehicles shall be made by Edison at Supplier’s or Edison’s facility, as stated in the Agreement. Supplier is responsible for compliance with all vehicle and equipment Specifications, including any subcontracted work. Any questions regarding Specifications, assembly, or inspections should be directed to Edison Transportation Services Department’s Engineer, as identified in the Agreement.

7.2 When stated in the Agreement, a pre-delivery inspection and acceptance of the completed Vehicles shall be made by Edison at Supplier’s facility. Supplier shall contact Edison’s Transportation Services Vehicles Acquisition, as identified in the Agreement, at least five (5) working days prior to the desired inspection date. Upon Acceptance, the Vehicles shall be delivered to the Location specified in the Agreement.

7.3 Upon reasonable prior written notice, Edison shall be allowed access to Supplier and its subcontractor’s facilities to inspect the Work, observe test and inspections, and to obtain required information for the Vehicles and Documentation.

7.4 Edison shall perform tests and inspections of the Vehicles and Documentation within a reasonable time after its receipt to determine that the Vehicles and Documentation meets the requirements of the Agreement. Acceptance shall be affected by written notice to the Supplier from Edison.

7.5 If such Acceptance tests and inspections show that the Vehicles or the Documentation does not meet the requirements set forth in the Agreement, including, but not limited to, compliance with the operating standards for the vehicle as stated in the Specification, or that all of the Vehicles parts or Documentation has not been received, Edison may refuse to
accept the Vehicles and/or Documentation and shall notify Supplier. Supplier shall correct such deficiencies in a manner approved by Edison and at Supplier’s sole expense, including any related shipping charges, with due diligence and dispatch; or at Edison’s request, Supplier shall issue credit for the value of such nonconformity. The corrected Vehicles or Documentation shall be retested or re-inspected as appropriate.

The following provision replaces Section 6, “Warranties”, of the Terms and Conditions for Material and Related Services.

6. Warranties

The provisions in this Section 6 shall be in addition to, and shall not limit in any respect, the manufacturer’s Vehicles warranties.

6.1 Supplier warrants that the Vehicles shall: (i) be free from defects in material, workmanship, and design; (ii) be new and of the kind, and quality, specified; (iii) perform in the manner specified; and (iv) be suitable for the purpose intended. Surplus, used or refurbished Vehicles shall be permitted ONLY if so specified in the Agreement or Purchase Order.

6.2 If surplus or refurbished Vehicles are not specified in the Agreement or Purchase Order, Supplier warrants that the Vehicles: a) are manufactured by the Supplier or another company specified in the item description; b) are manufactured of new, never used components; c) are not in any way refurbished; and d) were not acquired by Supplier through the surplus market.

6.3 Unless otherwise stated differently in the Agreement, the warranty period for the discovery of breach of warranty shall not be less than one year from the date of Vehicles Acceptance, except for periods when the Vehicles is not usable due to a breach of the warranty and notification of nonconformance has been issued by Edison.

6.4 Supplier shall, at its sole expense and promptly after notification by Edison within the warranty period, correct or replace any defective Work and damage to any other part of the Vehicles resulting from such defective Work, including all replacement labor, parts, and shipment costs, by a method approved by Edison, as the case may be.

6.5 Where Edison is authorized by Supplier to perform warranty repair work, Edison shall perform such repair work and Supplier shall be responsible to pay for such costs. Supplier shall pay such charges within thirty (30) days after receipt of Edison’s invoice.

6.6 Except as stated above, Supplier shall initiate corrective action within three (3) business days after notification by Edison, either orally or in writing, of the deficiency. If Supplier does not respond to provide the required corrective action within such three (3) days, Edison shall have the right to take such corrective action, or obtain such corrective action from others, and to back-charge Supplier for costs incurred without voiding these warranty provisions. Such corrective action shall be made in a manner to minimize the downtime of the Vehicles.

6.7 Supplier warrants that the Documentation shall be accurate and as specified in the Agreement. Supplier will correct any nonconforming Documentation as directed by Edison within the Vehicles warranty period.

6.8 Supplier warrants that replacement parts for the Vehicles shall be interchangeable in fit and function with the original parts. The warranty period for such replacement parts shall be for one year from date of its installation or for eighteen months after its receipt, whichever occurs first.
6.9 Supplier shall sell to Edison and warrant replacement parts under the same terms and conditions set forth in the Agreement. Supplier shall obtain for Edison the same warranty provisions with the component manufacturers and shall provide Documentation of such warranty with Vehicles to enable Supplier or Edison to exercise such component warranties directly with the component manufacturers, if necessary. Supplier agrees to cooperate and assist Edison in any and all warranty claims.

6.10 Edison shall store and operate the vehicle in accordance with industry procedures specified by Supplier and in accordance with the operation and maintenance procedures agreed upon by the parties.

6.11 Conditions of Warranties. The warranties set forth in this Section 6 are subject to the following conditions applicable to the item for which a breach of warranty is claimed:

A. Edison shall give Supplier written notification of any defect in the Work promptly after becoming aware of such defect.

B. Edison shall have the right to continue to operate the Vehicles, or any part thereof, which may require warranty correction or repair until such time as Edison elects to remove such Vehicles or part thereof from service; provided, however, in such event, Edison shall release Supplier from any additional claims for further defects or damage incurred as a result of such continued operation.

C. Completion of payments by Edison shall not relieve Supplier of any of its warranty obligations.

The following provisions are added to Subsection 9.1, “Compliance With Laws”, of the Terms and Conditions for Material and Related Services.

(D) Vehicle Purchase Related Statutes and Codes.

(1) The Vehicles and all parts furnished shall be so designed and constructed such that each shall comply with all applicable statutes, acts, ordinances, codes, standards rules, and regulations of the United States of America (Federal) and the State(s) where the vehicle is operated, including without limitations, the following: State Vehicle Code, Federal Motor Vehicle Safety Standards; and Federal Occupational Safety and Health Administration (OSHA), as of the date of the Agreement.

(2) If changes occur in such statutes, acts, ordinances, regulations, codes and standards or administrative interpretations thereof, subsequent to the due date of Supplier’s proposal which affect the cost of the Work, Supplier shall notify the Edison Representative in writing before the affected portion of the Work is performed and Supplier shall implement any required changes as directed by a Change Order. Changes to such items after the date of the Agreement shall be deemed a change pursuant to Section 3.

(3) Supplier shall conform to the requirements of Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

The following sections are added to the Terms and Conditions for Material and Related Services.
17. MATERIAL SAFETY DATA SHEETS

17.1 Unless otherwise specified in the Agreement, Supplier shall mail to the MSDS vendor identified in the Agreement a current and legible Material Safety Data Sheet (MSDS) for each chemical-type product (e.g., lubricants, solvents, paints, cleaners, inhibitors, etc.) used or delivered in connection with the Agreement within thirty (30) days after its issuance or at least five (5) days prior to such product’s arrival at the Location, whichever occurs first.

17.2 Supplier shall also send to the MSDS vendor identified in the Agreement a revised MSDS whenever the formulation or evaluation of a product is changed five (5) days prior to such product’s arrival at the Location. A current and legible MSDS shall accompany the product’s first arrival and any subsequent first product arrival after an MSDS revision.

17.3 The MSDSs shall comply with the Federal (29 CFR 1910.1200) and California (CCR 5194) OSHA Hazard Communication Standards.

17.4 Each MSDS shall be transmitted to the MSDS Vendor identified in the Agreement with a cover sheet attached to the MSDS containing all of the following information:

To: MSDS vendor identified in the Agreement
From: Supplier’s name, address and phone number
Re: MSDS for Edison
Material code, if applicable (located in the Agreement)
Manufacturer’s name, address and phone number
Product Trade Name
Product Description
Part Number
Container size, if any
Location used at or shipped to

The cover sheet shall be completely filled out and must have Edison’s material code, if applicable (located in the Agreement).

18. MANUALS

18.1 The completed Vehicles shelf manual shall be delivered with one copy of the Vehicles line ticket (detailed parts listing) and one owner/operator manual, in English, for the vehicle as delivered.

18.2 Supplier shall also furnish Edison with parts and maintenance manuals, in English, for all auxiliary equipment that is delivered with the vehicle or supplied at any time during the term of this Agreement.

19. CRANES; MATERIAL HANDLING TRUCKS; YARD CRANES; LINE TRUCKS

19.1 Particular attention is called to OSHA requirements for compliance with American National Standards Institute safety standard ANSI B30.5-2000, Mobile and Locomotive Cranes, and ANSI B30.6-2003, Derricks, and ANSI B30.22-2000 Articulating Boom Cranes. Cranes and Derricks shall meet these standards and applicable sections of California General Industry Safety Orders, Section 4884 through 5049, and California Construction Safety Orders.

19.2 Vehicles shall be accompanied by Statement of Certified Inspection in compliance with State of California Safety Orders for specific crane model and General Industry Safety Orders 5021 through 5025.
19.3 Prior to or at the time of acceptance of the cranes, copies of Certification of Unit Test and Certification of Unit Proof Test shall be provided. Line trucks require a dielectric certificate.