

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
NEW JERSEY ZERO-EMISSION VEHICLE INCENTIVE PROGRAM & ZERO-EMISSION VEHICLE FINANCING PROGRAM VENDOR PARTICIPATION AGREEMENT

This New Jersey Zero-Emission Vehicle Incentive Program and Zero-Emission Vehicle Financing Program Vendor Participation Agreement (hereinafter the “Agreement”) dated as of the Effective Date set forth below is between [REDACTED] **[BOLD CAPS]** (“Vendor”) having its principal offices at [REDACTED], ^New Jersey _____, and the **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY** (the “Authority”), a body corporate and politic organized and existing under the authority of N.J.S.A. 34:1B-1 et seq., having its offices at 36 West State Street, PO Box 990, Trenton, New Jersey 08625-0990 (collectively the “Parties”).

WITNESSETH:

WHEREAS, in furtherance of the purposes of the Global Warming Response Act P.L. 2007, c. 112, and pursuant to Exec. Order No. 7 (Jan. 29, 2018), the Authority has established the New Jersey Zero-Emission Incentive Program: Voucher Pilot for Medium and Heavy-duty Zero-emission Vehicles (“NJ ZIP” or “ZIP Program”) to subsidize the higher upfront cost of Zero-emission Vehicles, as compared to the upfront costs of their conventional gasoline or diesel-powered alternatives, for use in the State of New Jersey; and

WHEREAS, on January 15, 2021, the Authority approved Phase I of the ZIP Program; and

WHEREAS, on July 13, 2022, the Authority approved Phase II of the ZIP Program; and

WHEREAS, on February 24, 2025, the Authority approved Phase III of the ZIP Program;

WHEREAS on February 24, 2025, the Authority also approved the New Jersey Zero Emission Vehicle Financing Program (“ZEV Program”); and

WHEREAS, the Authority has found, on the basis of the information provided in Vendor’s application for the ZIP and ZEV Programs dated [REDACTED], and any other documentation submitted by Vendor in support of its application, that Vendor is eligible to participate in the ZIP and ZEV Programs; and

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, it is agreed as follows:

1. Definitions. The following terms shall have the following meaning when used in this Agreement, unless the context clearly indicates otherwise.

“Agreement Term” means, the Effective Date of this Agreement through the end of the later of Phase III of the ZIP Program or the end of the ZEV Program, unless the Vendor is approved by the Authority for an opt-out pursuant to Section 7 of this Agreement or the Authority terminates this Agreement pursuant to either Sections 11 or 21 [Re-number if deleting First Amendment Section] of this Agreement.

“DEP” means the New Jersey Department of Environmental Protection.

“Effective Date” means the date last written below representing the date of execution of this Agreement by the respective Parties.

“LWD” means the New Jersey Department of Labor and Workforce Development.

“Overburdened Communities” means the communities that have been disproportionately impacted by emissions, as defined by N.J.S.A. 13:1D-157 et seq. and which, for the purposes of the ZEV and ZIP Programs, is used interchangeably with the term “environmental justice communities” or “EJ communities” specified in the RGGI Strategic Funding Plan.

“Qualifying Vehicle(s)” means a new zero-emission vehicle(s) approved by the Authority as being eligible under the ZIP and ZEV Programs, and purchased in whole or in part with the Voucher Award and/or ZEV Loan Proceeds provided by the Authority pursuant to the ZIP Purchaser’s or ZEV Purchaser’s respective ZIP Program Agreement or ZEV Loan Agreement.

“Certificate of Ongoing Obligation” means the form attached hereto as **Exhibit H** to be completed by a ZIP and/or ZEV Purchaser and submitted by Vendor as part of the ZIP and/or ZEV Disbursement Package.

“State” means the State of New Jersey.

“Tax Clearance Certificate” means a current New Jersey Business Tax Clearance Certificate not more than 180 days old.

“Vendor Notice Form” means the form provided by the Authority to a Vendor each time the Vendor is selected by a ZIP Purchaser and/or a ZEV Purchaser, following the full execution of the applicable ZIP Purchaser Agreement and/or ZEV Commitment Letter. Each Vendor Notice Form shall (i) identify the Vendor as the selected vendor for the applicable ZIP Purchaser and/or ZEV Purchaser; (ii) specify the amount of the Voucher Award and any bonuses, if applicable, and/or the amount of the ZEV Loan Proceeds; (iii) set forth the make, model, and quantity of Qualifying Vehicles associated with such ZIP Purchaser Agreement and/or ZEV Commitment Letter; (iv) include the applicable ZIP Voucher Reservation Term and/or ZEV Commitment Term; and (v) incorporate the ZIP and ZEV Compliance Terms. Each Vendor Notice Form shall constitute a separate and independent notice to the Vendor and shall serve as binding notice of the Vendor’s corresponding obligations under this Agreement.

“Vendor Participation List” means a list maintained by the Authority identifying New Jersey vendors that have been deemed eligible to participate as approved vendors under both the ZIP and ZEV Programs.

“Voucher Award” means the aggregate amount of all monies to be paid, including all applicable bonus amounts, by the Authority and directly to Vendor, for the purchase expense of the ZIP Purchaser under the ZIP Program.

“ZEV Commitment Letter” means the Authority-issued letter to the ZEV Purchaser delineating and reserving the ZEV Loan Proceeds to be paid by the Authority directly to Vendor, for the purchase expense of the ZEV Purchaser, and delineating the conditions that must be met by the ZEV Purchaser and Vendor for the funds to be released. The ZEV Commitment Letter shall be valid and reserve the ZEV Loan Proceeds for a period of eighteen (18) months from the date of its issuance. A template of the ZEV Commitment Letter is attached hereto as **Exhibit A** for illustrative purposes only.

“ZEV Commitment Term” means the period during which a ZEV Purchaser’s ZEV Loan Proceeds are reserved, beginning from the issuance of the ZEV Commitment Letter, and ending upon the earlier of (i) Vendor satisfying all applicable requirements under Section 3.2 of this Agreement, including delivery and registration of the Qualifying Vehicle(s), or satisfying the ZEV Commitment Letter, at which point any undisbursed ZEV Loan Proceeds shall no longer be available.

“ZEV Compliance Term” means the three (3) consecutive years following the delivery date of each Qualifying Vehicle, as indicated on the Vendor provided bill of lading or other Authority approved documentation evidencing delivery. The Vendor shall comply with the applicable ZEV Program requirements and the terms and conditions of this Agreement throughout the ZEV Compliance Term of each such Qualifying Vehicle. If multiple Qualifying Vehicles are delivered at different times to the same ZEV Purchaser, each vehicle shall have its own ZEV Compliance Term, and the Vendor’s obligations under this Agreement with respect to that ZEV Purchaser shall continue until the expiration of the ZEV Compliance Term for the last-delivered Qualifying Vehicle.

“ZEV Disbursement Package” means the documentation set forth in and attached hereto as **Exhibit C** required to be submitted by the Vendor prior to the expiration of the ZEV Commitment Term for disbursement of the ZEV Loan Proceeds pursuant to Section 3.2 of this Agreement.

“ZEV Loan Proceeds” means the total amount of loan funds borrowed by the ZEV Purchaser under the ZEV Program, to be disbursed directly to the Vendor to finance all or a part of the purchase of Qualifying Vehicle(s).

“ZEV Purchaser” means an applicant approved by the Authority to receive ZEV Loan Proceeds towards the purchase of a Qualifying Vehicle(s).

“ZEV Purchaser Loan Agreement(s)” or **“ZEV Loan Agreement(s)”** means the agreement entered into between the Authority and a ZEV Purchaser, which sets forth the terms, conditions, and obligations applicable to the ZEV Purchaser’s participation in the ZEV Program. A template of the ZEV Loan Agreement is attached hereto as **Exhibit B** for illustrative purposes only.

“ZEV Requisition Form” means the form attached hereto as **Exhibit D**.

“ZIP/ZEV Best Practices” means those standards, procedures, and methodologies that are expected to be followed by vehicle dealerships and/or their affiliated maintenance providers participating as Vendors in the NJ ZIP and NJ ZEV Financing programs, including but not limited to: (i) conducting routine and preventive maintenance in accordance with vehicle Original Equipment Manufacturer (OEM) schedule; (ii) repair and diagnostics using OEM-approved parts and procedures compatible with eligible vehicle makes and models; (iii) access to technicians trained in the maintenance and repair of battery electric and/or hydrogen fuel cell vehicles; (iv) Adherence to safety standards and service bulletins issued by the OEM or applicable regulatory bodies (e.g., Dept. of Transportation); (v) reasonable timeliness and responsiveness to ZIP and/or ZEV Purchasers and/or Authority staff and technical assistance provider, including providing regular status updates on pending purchase orders and/or repairs within no more than fifteen (15) calendar days of request.

“ZIP Compliance Term” means the period of three (3) consecutive years following the delivery date of each individual Qualifying Vehicle, as indicated on the Vendor provided bill of lading or other Authority approved documentation evidencing delivery, delivered by the Vendor to each ZIP Purchaser. The Vendor shall comply with the applicable ZIP Program requirements and the terms and conditions of this Agreement as they apply to each ZIP Purchaser throughout the ZIP Compliance Term of each such Qualifying Vehicle. If multiple Qualifying Vehicles are delivered at different times to the same ZIP Purchaser, each vehicle shall have its own ZIP Compliance Term, and the Vendor’s obligations under this Agreement with respect to that ZIP Purchaser shall continue until the expiration of the ZIP Compliance Term for the last-delivered Qualifying Vehicle.

“ZIP Disbursement Package” means the documentation set forth in and attached hereto as **Exhibit F** required to be submitted by the Vendor prior to the expiration of the ZIP Voucher Reservation Term for disbursement of the Voucher Award pursuant to Section 2.2 of this Agreement.

“ZIP Purchaser” means an applicant approved by the Authority to receive a ZIP Program Voucher Award towards the purchase of a Qualifying Vehicle(s).

“ZIP Purchaser Voucher Agreement(s)” or “ZIP Program Agreement(s)” means the agreement entered into between the Authority and a ZIP Purchaser, which sets forth the terms, conditions, and obligations applicable to the ZIP Purchaser’s participation in the ZIP Program. Execution of a ZIP Program Agreement by a ZIP Purchaser shall trigger certain compliance obligations for the Vendor selected by that ZIP Purchaser, in accordance with the terms of this Agreement. A template of the ZIP Program Agreement is attached hereto as **Exhibit E** for illustrative purposes only.

“ZIP Requisition Form” means the form attached hereto as **Exhibit G**.

“ZIP Voucher Reservation Term” means the period during which a ZIP Purchaser’s Voucher Award is reserved, beginning from the effective date of that ZIP Purchaser’s ZIP Program Agreement, as defined therein, and ending upon the earlier of (i) Vendor satisfying all applicable requirements under Section 2.2 of this Agreement and the ZIP Program Agreement, including delivery and registration of the Qualifying Vehicle(s), or (ii) eighteen (18) months from the effective date of the ZIP Purchaser’s ZIP Program Agreement as defined therein, at which point any undisbursed Voucher Award funds shall expire.

2. Vendor Obligation and Notice Related to ZIP Purchaser.

Vendor acknowledges and agrees that it may be selected by one or more ZIP Purchasers at any time during the Agreement Term, each of whom will have distinct ZIP Voucher Reservation Terms and ZIP Compliance Terms as defined in their respective ZIP Program Agreements with the Authority.

Vendor further acknowledges and agrees that its obligations under this Agreement shall apply separately and independently with respect to each such ZIP Purchaser, and that Vendor shall be responsible for fulfilling all of its obligations pursuant to this Agreement, including but not limited to: delivery and registration of Qualifying Vehicle(s); acceptance of the Voucher Award; and compliance with ZIP Compliance Term obligations.

The Authority shall provide Vendor, via email, with a Vendor Notice Form upon the effective date of each of its ZIP Purchaser’s ZIP Program Agreements. Such notice shall constitute sufficient and binding notice of the applicable ZIP Purchaser and the terms of its ZIP Program Agreement, ZIP Voucher Reservation Term, ZIP Compliance Term, and of the Vendor’s corresponding obligations under this Agreement.

Vendor shall have fifteen (15) calendar days from the date of receipt of the Vendor Notice Form to acknowledge receipt via email. Upon receipt of the Vendor Notice Form, Vendor shall be solely responsible for performing its obligations as set forth therein and in this Agreement. Vendor’s failure to acknowledge or take required action within the specified timeframe shall not relieve Vendor of any obligations under this Agreement and shall constitute an Event of Default pursuant to Section 10 of this Agreement.

2.1 Voucher Award and Terms.

The Authority shall disburse the Voucher Award to the Vendor within six (6) months of Vendor submitting all documentation satisfactory to the Authority as required pursuant to Section 2.2 of this Agreement, and upon fulfillment of all disbursement-related obligations of the ZIP Purchaser under its applicable ZIP Program Agreement. The Authority reserves the right to request additional information as it may deem necessary to determine compliance with this Agreement and the ZIP Program Agreement prior to any disbursement of the Voucher Award. Vendor is solely responsible for the timely submission of all required documentation for disbursement pursuant to Section 2.2 of this Agreement.

Upon the expiration of the ZIP Voucher Reservation Term, if the Vendor has failed to meet all the obligations due under this Agreement or if the ZIP Purchaser fails to comply with all obligations under its ZIP Purchaser Agreement required for disbursement, all obligations of the Authority under this Agreement, including disbursing the Voucher Award to the Vendor, shall terminate and the Vendor shall have no rights, claims or causes of action of any kind against the Authority. In no event shall the ZIP Voucher Reservation Term extend beyond eighteen (18) months from the effective date of the ZIP Purchaser's ZIP Program Agreement.

The Authority's obligation to disburse any Voucher Award to Vendor under this Agreement is contingent upon the availability of funds for such disbursements.

2.2 Conditions Precedent to Disbursement of the Voucher Award.

As a condition precedent to the disbursement of any Voucher Award under the ZIP Program, Vendor shall, prior to the expiration of the applicable ZIP Voucher Reservation Term, submit all required documentation, satisfactory to the Authority, demonstrating the following:

- (a) Delivery of the Qualifying Vehicle(s) to the ZIP Purchaser, as evidenced by a bill of lading or other acceptable proof of delivery; and
- (b) Submission of a complete and accurate ZIP Disbursement Package, which shall include the following documents:
 - (i) A valid Tax Clearance Certificate issued to the ZIP Purchaser that remains valid at the time of the request for the disbursement under this Section 2.2;
 - (ii) A valid Tax Clearance Certificate issued to the Vendor that remains valid at the time of the request for the disbursement under this Section 2.2;
 - (iii) A duly executed ZIP Requisition Form;
 - (iv) Proof of purchase of the Qualifying Vehicle(s) by the ZIP Purchaser, evidenced by a Vendor-issued invoice or executed purchase agreement reflecting the applied Voucher Award;

- (v) Proof of commercial registration of the Qualifying Vehicle(s), in the form of a digital image or photograph of the registration issued by the New Jersey Motor Vehicle Commission;
- (vi) Proof of installation of Authority approved telematics devices in the Qualifying Vehicle(s);
- (vii) ZIP Purchaser's Certificate of Ongoing Obligation;
- (viii) If applicable, proof to the Authority's satisfaction that the ZIP Purchaser has scrapped a vehicle to qualify for the vehicle scrappage bonus.

Where Vendor is providing multiple Qualifying Vehicles to a ZIP Purchaser under separate timelines, the Vendor's obligations under this Section 2.2 shall apply individually to each Qualifying Vehicle and to each ZIP Voucher Reservation Term. All documentation submitted by the Vendor with the ZIP Disbursement Package shall be subject to the Authority's review and approval in its sole and absolute discretion.

Vendor agrees and acknowledges that certain required documents, including but not limited to a valid Tax Clearance Certificate issued to the ZIP Purchaser and ZIP Purchaser's Certificate of Ongoing Obligation dated within one (1) year of the Vendor's submission, must be obtained from the ZIP Purchaser by the Vendor, and the Vendor agrees and acknowledges that it is the sole responsibility of the Vendor to ensure that all required documentation is collected, complete, valid, and submitted to the Authority prior to the expiration of the ZIP Voucher Reservation Term. The Authority reserves the right to require the submission of additional documentation at any time if it deems such documentation necessary to verify compliance with the ZIP Program requirements and the requirements under this Agreement. Furthermore, the Authority reserves the right to withhold or deny payment of the Voucher Award, in whole or in part, if any required documentation is not submitted prior to the expiration of the ZIP Voucher Reservation Term, is deemed deficient, or is not approved by the Authority.

In the event the Vendor submits a ZIP Disbursement Package prior to the expiration of the ZIP Voucher Reservation Term with documentation that is valid as of the date of such submission, but which subsequently expires, whether prior to or following the expiration of the ZIP Voucher Reservation Term and prior to disbursement of the Voucher Award, the Vendor shall, upon request of the Authority furnish updated documentation. The Authority reserves the right to withhold or deny, in whole or in part, any payment of the Voucher Award in the event of the Vendor's failure to provide such updated documentation. The Vendor shall have ten (10) business days from the Authority's request to submit the updated documents.

3. Vendor Obligations and Notice Related to ZEV Purchaser.

Vendor acknowledges and agrees that it may be selected by one or more ZEV Purchasers at any time during the Agreement Term, each of whom will have distinct ZEV Commitment Terms and ZEV Compliance Terms as defined in their respective ZEV Commitment Letter and ZEV

Loan Agreement with the Authority.

Vendor further acknowledges and agrees that its obligations under this Agreement shall apply separately and independently with respect to each such ZEV Purchaser, and that Vendor shall be responsible for fulfilling all of its obligations pursuant to this Agreement, including but not limited to: delivery and registration of Qualifying Vehicle(s); filing of a lien naming the Authority as the first lienholder on the Qualifying Vehicle(s); ensuring that the Qualifying Vehicle(s) are insured in accordance with Section 5(e) of this Agreement; acceptance of the ZEV Loan Proceeds; and compliance with ZEV Compliance Term obligations.

The Authority shall provide the Vendor, via email, with a Vendor Notice Form upon the effective date of each of its ZEV Purchaser's ZEV Commitment Letters. Such notice shall constitute sufficient and binding notice of the applicable ZEV Purchaser and the terms of the ZEV Purchaser's ZEV Commitment Term, ZEV Compliance Term, and of the Vendor's corresponding obligations under this Agreement.

Vendor shall have fifteen (15) calendar days from the date of receipt of the Vendor Notice Form to acknowledge receipt via email. Upon receipt of the Vendor Notice Form, Vendor shall be solely responsible for performing its obligations as set forth therein and in this Agreement. Vendor's failure to acknowledge or take required action within the specified timeframe shall not relieve Vendor of any obligations under this Agreement and shall constitute an Event of Default pursuant to Section 10 of this Agreement.

3.1 ZEV Loan Proceeds and Terms.

The Authority shall disburse the ZEV Loan Proceeds to the Vendor within six (6) months following the effective date of a ZEV Purchaser's ZEV Loan Agreement which may occur after the expiration of the ZEV Commitment Term, upon receipt and acceptance by the Authority of a ZEV Disbursement Package, upon fulfillment of all other disbursement-related obligations under this Agreement by the Vendor, and fulfillment of all disbursement-related obligations of the ZEV Purchaser under the applicable ZEV Loan Agreement. The Authority reserves the right to request additional information as it may deem necessary to determine compliance with this Agreement, the ZEV Commitment Letter and ZEV Loan Agreement prior to any disbursement of the ZEV Loan Proceeds. Vendor is solely responsible for the timely submission of all required documentation for disbursement pursuant to Section 3.2 of this Agreement.

Upon the expiration of the ZEV Commitment Term, if the Vendor has failed to meet all the obligations due under this Agreement or if the ZEV Purchaser fails to enter into or comply with all obligations under its ZEV Loan Agreement required for disbursement, all obligations of the Authority under this Agreement, including disbursing the ZEV Loan Proceeds to the Vendor, shall terminate and the Vendor shall have no rights, claims or causes of action of any kind against the Authority. In no event shall the ZEV Commitment Term extend beyond eighteen (18) months from the effective date of the ZEV Purchaser's ZEV Commitment Letter.

The Authority's obligation to disburse ZEV Loan Proceeds to Vendor under this Agreement is contingent upon the availability of funds for such disbursements.

3.2 Conditions Precedent to Disbursement of ZEV Loan Proceeds.

As a condition precedent to the disbursement of any ZEV Loan Proceeds under the ZEV Program, Vendor shall, prior to the expiration of the applicable ZEV Commitment Term, submit all required documentation, satisfactory to the Authority, demonstrating the following:

- (a) Delivery of the Qualifying Vehicle(s) to the ZEV Purchaser, as evidenced by a bill of lading or other acceptable proof of delivery; and
- (b) Submission of a complete and accurate ZEV Disbursement Package, which shall include the following documents:
 - (i) A valid Tax Clearance Certificate issued to the ZEV Purchaser that remains valid at the time of the request for the disbursement under this Section 3.2;
 - (ii) A valid Tax Clearance Certificate issued to the Vendor that remains valid at the time of the request for the disbursement under this Section 3.2;
 - (iii) A duly executed ZEV Requisition Form;
 - (iv) Proof of purchase of the Qualifying Vehicle(s) by the ZEV Purchaser, evidenced by a Vendor-issued invoice or executed purchase agreement reflecting the applied ZEV Loan Proceeds;
 - (v) Proof of commercial registration of the Qualifying Vehicle(s), in the form of a digital image or photograph of the registration issued by the New Jersey Motor Vehicle Commission;
 - (vi) Proof of installation of Authority approved telematics devices in the Qualifying Vehicle(s);
 - (vii) Evidence of valid automobile insurance coverage in accordance with Section 5(e) of this Agreement for all Qualifying Vehicles;
 - (viii) ZEV Purchaser's Certificate of Ongoing Obligations;

Where Vendor is providing multiple Qualifying Vehicles to a ZEV Purchaser under separate timelines, the Vendor's obligations under this Section 3.2 shall apply individually to each Qualifying Vehicle and to each ZEV Commitment Term. All documentation submitted by the Vendor with the ZEV Disbursement Package shall be subject to the Authority's review and approval in its sole and absolute discretion.

Vendor agrees and acknowledges that certain required documents, including but not

limited to a valid Tax Clearance issued to the ZEV Purchaser and ZEV Purchaser's Certificate of Ongoing Obligation dated within one (1) year of the Vendor's submission, must be obtained from the ZEV Purchaser by the Vendor, and the Vendor agrees and acknowledges that it is the sole responsibility of the Vendor to ensure that all required documentation is collected, complete, valid and submitted to the Authority prior to the expiration of the ZEV Commitment Term. The Authority reserves the right to require the submission of additional documentation at any time if it deems such documentation necessary to verify compliance with the ZEV Program requirements and the requirements under this Agreement. Furthermore, the Authority reserves the right to withhold or deny payment of the ZEV Loan Proceeds, in whole or in part, if any required documentation is not submitted prior to the expiration of the ZEV Commitment Term, is deemed deficient, or is not approved by the Authority.

In the event the Vendor submits a ZEV Disbursement Package prior to the expiration of the ZEV Commitment Term with documentation that is valid as of the date of such submission, but which subsequently expires, whether prior to or following the expiration of the ZEV Commitment Term and prior to disbursement of the ZEV Loan Proceeds, the Vendor shall, upon request of the Authority furnish updated documentation. The Authority reserves the right to withhold or deny, in whole or in part, any payment of the ZEV Loan Proceeds in the event of the Vendor's failure to provide such updated documentation. The Vendor shall have ten (10) business days from the Authority's request to submit the updated documents.

The Authority's disbursement of the ZEV Loan Proceeds to the Vendor is contingent upon the ZEV Purchaser associated with the ZEV Loan Proceeds successfully closing on its ZEV Loan Agreement.

4. **ZIP Program Vendor Covenants.** The Vendor covenants and agrees to the following:

- (a) Vendor shall, throughout each applicable ZIP Voucher Reservation Term and ZIP Compliance Term associated with each ZIP Purchaser, comply with all terms and conditions of this Agreement. Each ZIP Voucher Reservation Term and ZIP Compliance Term shall apply separately in relation to each ZIP Purchaser and shall be as defined in each ZIP Purchaser's respective ZIP Program Agreements.
- (b) Vendor shall complete all actions and provide all documentation required under Section 2.2 of this Agreement prior to the expiration of the ZIP Voucher Reservation Term.
- (c) Vendor shall maintain a valid Tax Clearance Certificate throughout the Agreement Term and shall provide the Authority with an updated Tax Clearance Certificate every 180 days from the Effective Date of this Agreement until the expiration of the Agreement Term.
- (d) Vendor shall at all times during the Agreement Term carry General Liability insurance coverage in such a manner and against such loss, damage and liability to third parties as is customary with companies in the same or similar business as Vendor. The Vendor shall

at all times during the Agreement Term carry general liability insurance with the following minimum limits: Each Occurrence - \$1,000,000.00; General Aggregate - \$2,000,000.00.

- (e) The Vendor agrees to provide, for each Qualifying Vehicle(s), a warranty for at least three (3) years or 50,000 miles, whichever comes first, beginning on the date of delivery of each Qualifying Vehicle to the ZIP Purchaser by the Vendor, for the Qualifying Vehicle's parts, including at a minimum the chassis, motor, drive train, batteries, hydrogen fuel cells, and labor.
- (f) Vendor shall, throughout each ZIP Voucher Reservation Term, provide the Authority with written status updates regarding the purchase order associated with such ZIP Purchaser. The first update shall be due three (3) months from the commencement date of the applicable ZIP Voucher Reservation Term, with subsequent updates due at three-month intervals thereafter, or upon request, until the expiration of the ZIP Purchaser's ZIP Voucher Reservation Term.
- (g) For each ZIP Program Agreement, Vendor shall, prior to start of each ZIP Compliance Term, implement a servicing plan within the State of New Jersey that is aligned with ZIP/ZEV Best Practices for maintenance of the Qualifying Vehicle(s), which extends at least through the applicable Voucher Compliance Term and shall be subject to the approval of the Authority.
- (h) The Vendor agrees to accept the Voucher Award towards the purchase price of the ZIP Purchaser's Qualifying Vehicle(s) and shall deduct the full amount of the Voucher Award from the upfront cost of the Qualifying Vehicle(s).
- (i) Vendor shall remain a licensed vehicle dealer in New Jersey as defined in N.J.S.A. 39:10-19 for the duration of the Agreement Term.
- (j) For the duration of the Agreement Term, Vendor shall submit to the Authority the Authority's legal questionnaire, on an annual basis, which shall be due back to the Authority no later than thirty (30) calendar days from the time the Authority has provided it via email.
- (k) Vendor shall permit the Authority to use any data and information obtained from the Vendor, as permitted by law, to be utilized in case studies and to be used as necessary to support development of future Authority sponsored programs.

- (l) Vendor shall at all times during the Agreement Term satisfy and comply with all conditions and terms of this Agreement.

5. ZEV Program Vendor Covenants. The Vendor covenants and agrees to the following as a condition to receiving the ZEV Loan Proceeds:

- (a) Vendor shall, throughout each applicable ZEV Commitment Term and ZEV Compliance Term associated with each ZEV Purchaser, comply with all terms and conditions of this Agreement. Each ZEV Commitment Term and ZEV Compliance Term shall apply separately in relation to each ZEV Purchaser and shall be as defined in each ZEV Purchaser's respective ZEV Commitment Letter and ZEV Loan Agreement.
- (b) Vendor shall complete all actions and provide all documentation required under Section 3.2 of this Agreement prior to the expiration of the ZEV Commitment Term.
- (c) Vendor shall maintain a valid Tax Clearance Certificate throughout the Agreement Term and shall provide the Authority with an updated Tax Clearance Certificate every 180 days from the Effective Date of this Agreement until the expiration of the Agreement Term.
- (d) Vendor shall at all times during the Agreement Term carry General Liability insurance coverage in such a manner and against such loss, damage and liability to third parties as is customary with companies in the same or similar business as Vendor. The Vendor shall at all times during the Agreement Term carry general liability insurance with the following minimum limits: Each Occurrence - \$1,000,000.00; General Aggregate - \$2,000,000.00.
- (e) At the time of delivery of the Qualifying Vehicle(s) to the ZEV Purchaser, Vendor shall ensure that any ZEV Purchaser receiving a Qualifying Vehicle from the Vendor shall, at its own expense, procure and maintain automobile insurance for all Qualifying Vehicles in accordance with all applicable laws and regulations of the State of New Jersey. Such insurance shall include automobile liability with a limit of no less than \$1,000,000 combined single limit and physical damage coverage (comprehensive and collision) for all Qualifying Vehicles delivered by the Vendor to a ZEV Purchaser provided at actual cash value or replacement cost, with deductibles not to exceed ten thousand dollars (\$10,000), unless otherwise agreed to in writing by the Authority.
- (f) The Vendor agrees to provide, for each Qualifying Vehicle(s), a warranty for at least three (3) years or 50,000 miles, whichever comes first, beginning on the date of delivery of each Qualifying Vehicle to the ZEV Purchaser by the Vendor, for the Qualifying Vehicle's parts, including at a minimum the chassis, motor, drive train, batteries, hydrogen fuel cells, and labor.

- (g) Vendor shall, throughout each ZEV Commitment Term, provide the Authority with written status updates regarding the purchase order associated with such ZEV Purchaser. The first update shall be due three (3) months from the commencement date of the applicable ZEV Commitment Term, with subsequent updates due at three-month intervals thereafter, or upon request, until the expiration of the ZEV Purchaser's ZEV Commitment Term.
- (h) Vendor shall, prior to the start of each ZEV Compliance Term, implement a servicing plan within the State of New Jersey that is aligned with ZIP/ZEV Best Practices for maintenance of the Qualifying Vehicle(s), which extends at least through the applicable ZEV Compliance Term and shall be subject to the approval of the Authority.
- (i) The Vendor agrees to accept the ZEV Loan Proceeds towards the purchase price of the ZEV Purchaser's Qualifying Vehicle(s) and shall deduct the full amount of the ZEV Loan Proceeds from the upfront cost of the Qualifying Vehicle(s).
- (j) Vendor shall remain a licensed vehicle dealer in New Jersey as defined in N.J.S.A. 39:10-19 for the duration of the Agreement Term.
- (k) For the duration of the Agreement Term, Vendor shall submit to the Authority the Authority's legal questionnaire, on an annual basis, which shall be due back to the Authority no later than thirty (30) calendar days from the time the Authority has provided it via email.
- (l) Vendor shall permit the Authority to use any data and information obtained from the Vendor, as permitted by law, to be utilized in case studies and to be used as necessary to support development of future Authority sponsored programs.
- (m) Within fifteen (15) calendar days of receiving the ZEV Loan Proceeds for each Qualifying Vehicle, the Vendor shall provide evidence that a valid first lien has been properly filed against such Qualifying Vehicle, with the Authority listed as the lienholder of record.
- (n) Vendor shall at all times during the Agreement term satisfy and comply with all conditions and terms of this Agreement.

6. Representations and Warranties of Vendor.

- (a) (i) Vendor is a [^]corporation, partnership, limited liability company or a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of _____, (ii) is duly registered to conduct business in the State of New

Jersey, (iii) is not in violation of any provision of its ^certificate of incorporation or by-laws (LLC use certificate of formation or operating agreement; if partnership use: ^partnership agreement), and (iv) has the power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement.

- (b) To the best of Vendor's knowledge, and upon due inquiry, there is no action or proceeding pending or threatened against Vendor before any court or administrative agency that might adversely affect the ability of Vendor to perform its obligations under this Agreement and all consents, authorizations, and approvals of governmental bodies or agencies required in connection with the performance of Vendor's obligations under this Agreement have been obtained and will be obtained whenever required hereunder or by law.
- (c) Vendor represents and warrants that it (1) is not in violation of any statute governing the LWD or the DEP; (2) it is not in violation of any rule or regulation issued by the LWD or DEP; and (3) it does not have any unpaid fines or penalties or otherwise have any outstanding payment due to the LWD or DEP that is not subject to a payment plan approved by LWD or DEP.
- (d) Neither the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restrictions or any evidence of indebtedness, agreement, or instrument of whatever nature to which Vendor is bound, or constitutes a default under any of the foregoing.
- (e) All tax returns and reports of Vendor required by law to be filed have been duly filed and all taxes, assessments, fees and other governmental charges upon Vendor or upon any of its respective properties, assets, income or franchises which are due and payable have been paid other than those which are presently payable without penalty or interest. Nothing in this subparagraph is intended to preclude Vendor from exercising its lawful right to contest any tax, assessment, fee or other governmental charge.
- (f) All statements, representations and warranties made by Vendor in its application to the Authority, and in any materials furnished in support of that application were true when made, are true, in all material respects, as of the date hereof, and shall remain and be true and correct during the Agreement Term, it being understood by the Vendor that all such statements, representations, warranties and materials have been relied upon by the Authority as an inducement to disburse the Voucher Award and/or ZEV Loan Proceeds, and shall continue to be relied upon by the Authority in administering the Agreement.

Vendor further understands and agrees that, if, during the Agreement Term, any such statements, representations, warranties and materials become untrue or false, it shall have a duty to immediately notify the Authority in writing of such fact.

- (g) The principal office of Vendor is located at _____ . All of Vendor's books and records relating to NJ ZIP shall be located at _____ . Vendor shall notify the Authority in writing of any change in the location of such books and records prior to any such relocation.
- (h) Vendor represents that it has at all times relevant to this Agreement been represented by advisors of its own selection, including, but not limited to, attorneys at law and/or certified public accountants; that it has not relied upon any statement, representation, or warranty, provided by the Authority in making its choice to participate in the ZIP and ZEV Programs, and further waives all claims against the Authority arising from the sale of the Qualifying Vehicle(s) to the ZIP Purchaser and/or ZEV Purchaser; that it acknowledges that it is informed by its advisors of its respective rights, duties, and obligations with respect to the transaction which is the subject of this Agreement under all applicable laws, and that it has no set-offs, defenses or counterclaims against the Authority with respect to the transaction which is the subject of this Agreement.
- (i) If during the Agreement Term Vendor becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or warranties herein untrue or materially misleading or incomplete, Vendor shall immediately notify the Authority in writing of such facts, occurrences, information, statements, or events.
- (j) If compliance is required with N.J.S.A. 52:32-60.1, et seq., which prevents the Authority from certain dealings with businesses engaged in activities related to Belarus or Russia, the Grantee or Vendor agrees that by signing this Agreement that the Grantee or Vendor may be required to certify whether or not it is appearing on the list of "Specially Designated Nationals and Blocked Persons" promulgated by the Office of Foreign Assets Control (OFAC), <https://sanctionssearch.ofac.treas.gov>, without a license or exemption related to Belarus or Russia, and that if this statement is willfully false, Grantee or Vendor shall be subject to penalty. Additionally, Grantee or Vendor agrees that it will affirmatively disclose whether it appears on the OFAC list for any reason, and whether or not it has a license or exemption from OFAC.
- (k) Vendor represents and warrants that they are not a New Jersey State officer or employee prohibited from entering into a contractual agreement with the State of New Jersey to execute any contract or agreement with a value of \$25 or more, made, entered into,

awarded or granted by any New Jersey State agency pursuant to N.J.S.A. 52:13D-19. I understand New Jersey State officer or employee, also includes his or her partners, any other person for the use or benefit of the New Jersey State employee or on his or her account, and any corporation which they control or in which they own or control more than 1 percent of the stock. Vendor acknowledges that pursuant to The New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12, et seq, State employees are prohibited from representing a party other than the State before any State agency; and representation includes a prohibition against making personal appearances before any State agency on behalf of a party other than the State, writing letters, sending emails, or making phone calls to any State agency on behalf of a third party, and includes a ban on signing any documents or applications submitted to any State agency on behalf of a party other than the State including, but not limited to, this agreement.

- (l) In compliance with N.J.S.A. 24:6I-49(b)(2), Vendor represents and warrants:
- (i) that it (a) has neither applied for nor received from the New Jersey Cannabis Regulatory Commission either a license to operate as a cannabis cultivator, cannabis manufacturer, cannabis wholesaler, cannabis distributor, cannabis retailer, or cannabis delivery service or that employs a certified personal use cannabis handler to perform work for or on behalf of a cannabis establishment, distributor, or delivery service; and (b) is not a property owner, developer, or operator of a project to be used, in whole or in part, by or to benefit a cannabis cultivator, cannabis manufacturer, cannabis wholesaler, cannabis distributor, cannabis retailer, or cannabis delivery service, or to employ a certified personal use cannabis handler to perform work for or on behalf of a cannabis establishment, distributor, or delivery service pursuant to N.J.S.A. 24:6I-49(b)(2)(b).
 - (ii) Vendor acknowledges an on-going obligation to report to the Authority any change to this statement.
 - (iii) The Vendor acknowledges that the issuance of a license to operate as a cannabis cultivator, cannabis manufacturer, cannabis wholesaler, cannabis distributor, cannabis retailer, or cannabis delivery service, or the issuance of a certification to perform work for or on behalf of a cannabis establishment, distributor, or delivery service to a person or entity that has been awarded a State or local economic incentive shall invalidate the right of the Vendor to benefit from the economic incentive as of the date of issuance of the license or certification; and that the issuance of a license to operate as a cannabis cultivator, cannabis manufacturer, cannabis wholesaler, cannabis distributor, cannabis retailer, or cannabis delivery service, or issuance of a certification to perform work for or on behalf of a cannabis establishment, distributor, or delivery service at a location that is the subject of a State or local economic incentive shall invalidate the right of the Vendor property owner, developer, or operator to benefit from the economic

incentive as of the date of issuance of the license or certification.

The representations and warranties made in this Section shall survive termination of this Agreement.

7. Vendor Opt-Out and Temporary Delisting.

- (a) Voluntary Opt-Out: A Vendor may request to voluntarily opt out of participation under this Agreement by submitting a written request to the Authority. The Authority may approve such request provided that the Vendor has no outstanding or ongoing obligations under the ZIP or ZEV Programs, including, but not limited to, obligations to any ZIP Purchaser or ZEV Purchaser under any active agreement as determined by the Authority. If such request is approved, this Agreement Term shall be deemed concluded as of the effective date of the Authority's approval. If the Vendor later wishes to participate again as an approved vendor, the Vendor must submit a new application and comply with all then-current requirements, including the payment of any applicable fees.
- (b) Temporary Delisting: A Vendor, regardless of whether it has existing obligations to any ZIP or ZEV Purchasers under the ZIP or ZEV Program Agreements, may submit a written request to the Authority seeking temporary removal from the Authority's Vendor Participation List. Upon approval by the Authority, the Vendor will be marked as "Inactive" or similarly designated and will not be eligible for selection by new ZIP or ZEV Purchasers during the period of delisting. Any existing obligations under this Agreement, and to any ZIP Purchaser and/or ZEV Purchaser that has selected the Vendor shall remain in full force and effect, and the Vendor shall remain fully responsible for the performance of such obligations. A Vendor that has been temporarily delisted may request to be relisted on the Vendor Participation List by providing written notice to the Authority, subject to approval.

8. Publicity. Vendor grants the Authority and the State the right to use its name and logo in public communications announcing or reporting this Agreement and listing its name and logo on the Authority's and State's websites in relation to their participation in the ZIP and ZEV Programs. Vendor may use the State's or Authority's name and logo in public communications announcing or reporting this Agreement or their participation in the ZIP and ZEV Programs and on their websites listing their transactions and news only upon prior written consent of the Authority.

9. Records, Access and Maintenance. Vendor shall establish and maintain during the Agreement Term, and for five (5) years after the final payment of the later of the Voucher Award or ZEV Loan Proceeds, documents related to this Agreement and such records as are required by the Authority hereof, and all relevant supporting documentation. Records required by the Authority with respect to any questioned costs, litigation or dispute between the Authority and the

ZIP Purchaser and/or ZEV Purchaser, and/or Vendor arising out of this Agreement shall be maintained for the time needed to fully resolve any such issue. If for any reason the Authority shall require a review of the records related to the ZIP or ZEV Programs, the Vendor shall, at its own cost and expense, provide all such records to the Authority. Vendor shall maintain and organize its records related to this Agreement in such form so that, in case of a review of its records or audit, Vendor is able to verify and document the use of any Voucher Award and/or ZEV Loan Proceeds. Vendor agrees to be subject to review and audit by the Authority, the Office of the State Comptroller, or any other agency or department of the State of New Jersey in relation to this Agreement. The provisions of this Section shall survive termination of this Agreement.

10. Vendor Default. Any one or more of the following shall constitute an Event of Default (“Event of Default”) if during the Agreement Term the default shall have continued for thirty (30) calendar days after the earlier of (i) delivery to the Vendor of written notice thereof from the Authority or (ii) the Vendor’s actual or constructive knowledge of such default. However, if such default is capable of cure, but cannot be cured by payment of money or by diligent efforts within such thirty (30) day period, but such diligent efforts are properly commenced within the cure period and the Vendor is diligently pursuing, and shall continue to pursue diligently, remedy of such failure, the cure period shall be extended for a reasonable period of time as determined by the Authority for Vendor to cure such default. If such default is not cured within the initial or extended cure period, the Authority may terminate this Agreement at the conclusion thereof and avail itself of the additional remedies in Section 11 of this Agreement. In no event will any cure period extend the ZIP Voucher Reservation Term or the ZEV Commitment Term.

- (a) If Vendor has breached or failed to perform in any material respect any term or condition under this Agreement.
- (b) If any representation or warranty made by Vendor herein, in the application for participation in the ZIP and ZEV Programs, or, in any report, certification, financial statement or other instrument furnished in connection with the subject matter of this Agreement is false, misleading or inaccurate in any material respect.
- (c) The failure of Vendor to timely submit the documents, materials, and information required to be submitted pursuant to this Agreement.
- (d) The Authority has made a determination of debarment as to Vendor pursuant to its debarment/disqualification regulations set forth in N.J.A.C. 19:30-2.1 et seq. as amended from time to time.
- (e) If the Vendor has ceased to operate its business without prior written notice to the Authority.
- (f) If the Vendor sells, assigns or otherwise transfers its rights and obligations under the Agreement, without the prior written consent of the Authority.

- (g) The failure of Vendor to comply with ZIP/ZEV Best Practices as defined within this Agreement.
- (h) Notwithstanding anything to the contrary herein, in the event this Agreement is terminated due to the Vendor committing an Event of Default under this Agreement and such Event of Default is not cured within the applicable cure period, the Vendor's obligations under all ZIP Purchaser Agreements, ZEV Commitment Letters, and/or ZEV Loan Agreements shall remain in full force and effect. Termination of this Agreement by the Authority due to an uncured Event of Default shall not impair the rights of such ZIP or ZEV Purchasers under their respective agreement(s). The provisions in this paragraph (h) shall survive the termination of this Agreement.

11. Remedies Upon Default. Upon the occurrence of any Event(s) of Default, the Authority may, in its sole and absolute discretion, do any of the following, alone or in combination, after having first given the defaulting party an opportunity to cure the default in accordance with Section 10 hereof:

- (a) Require the Vendor to repay all or any portion of the Voucher Award disbursed to Vendor pursuant to the applicable ZIP Program Agreement where it was selected as the Vendor;
- (b) Require the Vendor to repay all or any portion of the ZEV Loan Proceeds disbursed to Vendor pursuant to the applicable ZEV Loan Agreement where it was selected as the Vendor;
- (c) Remove Vendor from the approved ZIP and ZEV Program Vendor Participation List and/or bar the Vendor from participation in the ZIP and ZEV Program in the future;
- (d) Terminate this Agreement; and
- (e) Exercise any other right or remedy that may be available to it under applicable law or under this Agreement.

No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under applicable law.

12. Taxes and Other Charges. Vendor shall pay during the Agreement Term as they become due, all taxes, assessments and governmental charges which may be required by law or contract to be paid by Vendor. Nothing in this Section 12 is intended to preclude Vendor from exercising its lawful right to contest any tax, assessment, fee or other governmental charge and, if authorized under law, withholding payment of such tax, assessment, fee, or other governmental

charge during the period of such contest.

13. Audits and Inspections. At any time during normal business hours upon written notice and as often as the Authority may reasonably deem necessary, the Vendor shall make available to the Authority, for examination, and to appropriate State agencies or officials, all of its records with respect to matters related to this Agreement and shall permit the Authority to audit, examine and make excerpts or transcripts from such records. Vendor shall maintain records to adequately verify all information required under this Agreement. The provisions of this Section shall survive termination of this Agreement.

14. Assignment or Sale. Vendor may not sell, assign, merge into another entity or otherwise transfer their interests in this Agreement without the prior written consent of the Authority. Unless otherwise indicated by the Authority in writing, any obligations hereunder shall become the obligations of any assignee or successor of the Vendor.

15. Consequential Damages. The Authority shall not be liable for any incidental, indirect, special or consequential damages of any nature whatsoever, including, but not limited to, loss of anticipated profits, occasioned by a breach of any provision of this Agreement or any other agreement entered into between the ZIP Purchaser and/or ZEV Purchaser and Vendor, even if apprised of the possibility of such damages.

16. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Vendor of their obligations pursuant to this Agreement, either express or implied, shall be construed as a waiver by the Authority of any of its rights hereunder. In the event that any provision of this Agreement should be breached by Vendor and the breach may thereafter be waived by the Authority, such waiver shall be limited to the particular breach waived by Authority and shall not be deemed to waive any other breach.

17. Indemnification. Vendor covenants and agrees to indemnify and hold harmless the Authority, the State of New Jersey and their respective members, agents, officers, employees and servants from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from: (i) Vendor's participation in the ZIP and ZEV Programs; (ii) the performance by Vendor of their obligations under this Agreement; (iii) any loss, damage or injury to, or death of, any person occurring at or about or resulting from Vendor's participation in the ZIP and ZEV Programs; and (iv) any damage or injury to property of Vendor, or to the agents, servants, employees of Vendor, caused by the negligence, gross negligence and willful misconduct of any person, except for: losses, claims, damages, liabilities and costs arising from the gross negligence or willful misconduct of the Authority and its respective members, agents, officers, employees and servants. The provisions of this Section shall survive termination of this Agreement.

18. Adherence to Federal, State and Local Laws and Regulations. Vendor shall comply

with all applicable federal, state and local laws and regulations relevant to its participation in the ZIP and ZEV Programs.

19. Applicability of Disqualification Regulations to Entities. The Authority's disqualification/ debarment regulations, which are set forth in N.J.A.C. 19:30-2.1 through 2.7, shall be applicable to any entities with which Vendor merges, consolidates or combines. In the event that, in accordance with the procedures and provisions set forth in such regulations, the Authority makes a determination to disqualify any such entity from participation in the ZIP or ZEV Programs, then, notwithstanding anything contained in the Agreement to the contrary, no Voucher Award and/or ZEV Loan Proceeds payment will be made or a payment already made may be recaptured.

^20. Covenant Not to Violate First Amendment [Applies only to religious organizations]

- (a) No part of the Voucher Award will be used for any purpose that would cause the Authority's Voucher Award and/or ZEV Loan Proceeds to constitute a violation of the First Amendment to the United States Constitution or the State Constitution. In particular, the Vendor represents, warrants, certifies and covenants that none of the Voucher Award and/or the ZEV Loan Proceeds shall be used for any sectarian instruction or instruction in the tenets of a particular faith, for the purposes of advancement of religion, for religious worship, or in connection with any part of a program of a school or department of divinity for any religious denomination; and the Voucher Award and/or ZEV Loan Proceeds are not intended to be and shall not be made available by Vendor for, or to provide a place for, such instruction, worship or program.
- (b) Vendor agrees that they shall not discriminate or permit any discrimination in the conduct of any activity which relates to or is the subject of this Agreement against any person on the grounds of race, color, religion, creed, gender or national origin or in any manner prohibited by the laws of the United States or the State.
- (c) Vendor agrees that the Voucher Award and/or ZEV Loan Proceeds shall not be made in conjunction with, or as part of, any activities or services consisting of religious worship, instruction, or expression.
- (d) Vendor and the Authority acknowledge that this **^Section 20** of the Agreement is intended to ensure that no portion of the Voucher Award and/or ZEV Loan Proceeds is used for activities or services consisting of religious worship, instruction or expression.

[Re-number if deleting above]**21. Miscellaneous.**

- (a) Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.

- (b) Forum and Venue. All actions related to the matters which are the subject of this Agreement shall be foruned and venued in a court of competent jurisdiction in the County of Mercer and State of New Jersey.
- (c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter of this Agreement.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid pursuant to applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement, unless the Authority shall in its sole and absolute discretion deem the invalidated provision essential to the accomplishment of the public purposes served by this Agreement, in which case the Authority has the right to terminate this Agreement and all benefits provided to Vendor hereunder upon the giving of thirty (30) calendar days prior notice as set forth in the following Section hereof.
- (e) Notices. All notices, consents, demands, requests and other communications which may be or are required to be given pursuant to any term of this Agreement shall be in writing and shall be deemed duly given when personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as each party to this Agreement may hereafter designate in a written notice to the other party transmitted in accordance with this provision.
- (f) The Authority does not make any representations or warranties as to the quality, reliability, or performance of any Qualifying Vehicle or Vendor participating in NJ ZIP and NJ ZEV. Applicants should perform their own research and due diligence before proceeding with any vehicle purchase, including reviewing any potential notices regarding vehicle safety or performance.

Authority: New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990
Attention: Daniel T. Weick, Managing Director Post-Closing Financial
Services
Telephone: 609-858-6769

Email: DWeick@njeda.com

Vendor: _____

- (g) Amendments or Modifications. This Agreement may only be amended in writing executed by all Parties. Such Amendments or Modifications shall become effective only upon execution of same by all Parties.
- (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (i) Contractual Liability Act. The rights and remedies of Vendor under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are hereby incorporated herein by reference.
- (j) Tort Claims Act. The rights and remedies of Vendor under this Agreement shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the provisions of which are hereby incorporated herein by reference.
- (k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.
- (l) Controlling Agreement (translated versions). Notwithstanding any translation of the Agreement that the Authority may have provided for convenience to assist in your understanding of your rights and obligations, this English language version is the sole official, legal, controlling, and binding version of this Agreement.
- (m) Successors and Assigns. This Agreement shall be binding upon the successors and assigns.
- (n) No Third-Party Beneficiaries. This Agreement has been entered into solely by and among the Parties that have executed this Agreement; except as otherwise expressly provided in this Agreement, this Agreement will not be deemed to create any rights in third parties or create any obligations of any party hereto to any such third parties.

- (o) Cross-Default. It is specifically understood and agreed that this Agreement is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or the State to Vendor and/or any of their affiliates, including, but not limited to, entities that have common principals. For purposes of this cross-default, a principal of an entity shall be any executive officer, director, or general partner of the entity; any person or other entity directly or indirectly controlling the entity; or a person or other entity directly or indirectly owning or controlling ten percent (10%) or more of the entity's ownership interest. Additionally, for purposes of this cross-default, an affiliate means any entity or person having an overt or covert relationship such that any one of them directly or indirectly controls or has the power to control another as determined by directly or indirectly owning or controlling ten percent (10%) or more of an entity's ownership interest.
- (p) Termination for Convenience. This Agreement may be terminated by the Authority at any time by giving written notice at least thirty (30) calendar days in advance. In such event, Vendor shall be paid under the terms of this Agreement for all requisitions approved by the Authority prior to the effective date of termination. Vendor acknowledges and agrees that it shall have no claim for reliance or otherwise for any funding if the Authority terminates this contract under this paragraph.
- (q) Electronic signature on this Agreement shall be deemed to be valid execution and delivery as though an original ink. The Parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Agreement and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Agreement. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective signatories duly authorized as of the date and year last written below.

**NEW JERSEY ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

Vendor:

^

By: _____

Name: _____

Title: ^Authorized Officer ^Authorized Member

Date: _____

EXHIBIT A

ZEV COMMITMENT LETTER

EXHIBIT B

ZEV PURCHASER LOAN AGREEMENT

EXHIBIT C

ZEV DISBURSMENT PACKAGE

EXHIBIT D

ZEV REQUISITION FORM

EXHIBIT E

ZIP PURCHASER VOUCHER AGREEMENT

EXHIBIT F

ZIP DISBURSEMENT PACKAGE

EXHIBIT G

ZIP REQUISITION FORM

EXHIBIT H

CERTIFICATE OF ONGOING OBLIGATION