



**COMMERCIAL ORDER CONFIRMATION**  
*(Terms and Conditions of Sale)*

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**Order No.**

**Client Name:**  
 (Legal name of the Dealership)

**Date:**  
**Phone:**

**Fax:**

**Representative:**

**Email:**

**PRODUCTS:**

Part #	Description	Quantity	Price
<i>*See Products Listed on Exhibit I*</i>			
<b>DELIVERY INSTRUCTIONS:</b>			

THIS COMMERCIAL CONFIRMATION ORDER CONFIRMS CLIENT'S ORDER OF THE PRODUCTS LISTED ABOVE (AND ATTACHED, IF ANY) AND THE TERMS AND CONDITIONS ON WHICH CLIENT IS PURCHASING THESE PRODUCTS, INCLUDING ESTIMATED DELIVERY DATES.

BY HAVING PLACED THE ORDER FOR PRODUCTS AS SET OUT IN THIS COMMERCIAL ORDER CONFIRMATION, AND RECEIVING SOME OR ALL OF THE PRODUCTS AS LISTED HEREIN, CLIENT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS ATTACHED TO (AND WHICH FORM PART OF) THIS COMMERCIAL ORDER CONFIRMATION, INCLUDING THE WARRANTY (AS DEFINED HEREIN). THE ATTACHED TERMS AND CONDITIONS AND WARRANTY CONTAIN SPECIFIC LIMITATIONS AND EXCLUSIONS WHICH CLIENT SHOULD CAREFULLY REVIEW.

CLIENT MAY REVOKE ALL OR ANY PART OF THIS COMMERCIAL ORDER CONFIRMATION BY NOTICE IN WRITING WITHIN TEN (10) CALENDAR DAYS FROM THE DATE SET OUT ABOVE TO WESTPORT AT [fordsales@westport.com](mailto:fordsales@westport.com). CLIENT'S SIGNATURE IS NOT A CONDITION TO THIS COMMERCIAL ORDER CONFIRMATION, BUT IS OPTIONAL.

TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS SET OUT IN THIS COMMERCIAL ORDER CONFIRMATION AND ANY OTHER DOCUMENTS AND/OR PRIOR AGREEMENTS GOVERNING THE SALE OF THE PRODUCTS TO THE CLIENT, THIS COMMERCIAL ORDER CONFIRMATION SHALL GOVERN AND SHALL SUPERSEDE ALL SUCH OTHER DOCUMENTS AND/OR PRIOR AGREEMENTS.

THE CLIENT HEREBY CONFIRMS AND AGREES TO THE FOREGOING COMMERCIAL ORDER CONFIRMATION.

**CLIENT SIGNATURE**  
 (Signatory for the legal entity named above)

\_\_\_\_\_

Name:  
 Title:

\_\_\_\_\_

**COMMERCIAL ORDER CONFIRMATION**  
**TERMS AND CONDITIONS**

This Commercial Order Confirmation is subject to the following Terms and Conditions:

1. The Commercial Order Confirmation contained herein is prepared for the consideration of the Client only. The contents of this Commercial Order Confirmation may not be used or disclosed to any other party without the prior written consent of Westport Fuel Systems Inc. (referred to herein as "**Westport**").
2. Prices stated are in U.S. Dollars unless otherwise stated in writing and are exclusive of sales, use, transfer, value added, license, registration, title, motor vehicle, environmental, excise or other similar taxes, fees or charges (collectively "**Sales Taxes**") which will be invoiced in addition to the amount quoted.
3. Prices stated may not include shipping, duties and insurance. Westport will not be responsible for any damage or loss to Products during shipping.
4. Delivery shall be to the specified dealership location as set forth herein ("**Delivery**"). Risk of loss and damage to the Products shall pass from Westport to Client upon Delivery. Title to the delivered Products shall remain with Westport until Westport has received payment in full therefor, from Client, at which point legal title shall pass to Client.
5. Westport shall invoice Client upon shipment of the Products (unless otherwise expressly agreed with Client). Client shall pay all invoices rendered by Westport to the Client within thirty (30) days from the date of invoice, without deduction or set-off.
6. If the Client fails to pay any amount under this Commercial Order Confirmation, such unpaid amount shall bear interest at a rate per month equal to one (1%) percent (or 12% per annum) with interest on overdue interest at the same rate.
7. In respect of the Products purchased by Client, Westport shall provide the warranty with respect to the Products in effect from time to time to the Client (the "**Warranty**"). A copy of the Warranty is available electronically at [westport.com/wing](http://westport.com/wing).
8. WITHOUT IN ANY WAY LIMITING THE PROVISIONS OF SECTIONS 9 AND 10, WESTPORT AND CLIENT AGREE THAT WESTPORT SHALL IN NO EVENT BE LIABLE TO CLIENT, ANY SUCCESSORS IN INTEREST, BENEFICIARIES, OR ASSIGNEE OF CLIENT OR ANY CUSTOMER, OR END USER OF THE PRODUCTS, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, INCLUDING BUT NOT LIMITED TO, CLAIMS BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR COST OF OR ASSOCIATED WITH SERVICE INTERRUPTION, WHETHER OR NOT THE CLAIM FOR SUCH LOSS OR DAMAGE IS BASED ON WARRANTY, STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CLAIMS OVER FOR CONTRIBUTION OR INDEMNITY, OR ANY OTHER BASIS.
9. WITHOUT IN ANY WAY LIMITING THE PROVISIONS OF SECTIONS 8 AND 10, THE TOTAL AGGREGATE LIABILITY OF WESTPORT WITH RESPECT TO ANY CLAIMS UNDER THIS COMMERCIAL ORDER CONFIRMATION OR REGARDING THE PRODUCTS OR ANY WORK INCIDENTAL THERETO, AND/OR ALL RELATED MATTERS AND/OR SERVICES AS FURNISHED HEREUNDER, WHETHER BASED UPON CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, OR ANY OTHER BASIS, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCTS UPON WHICH ANY SUCH CLAIM IS BASED.
10. EXCEPT AS PROVIDED IN THE WARRANTY, THE PRODUCTS ARE BEING SOLD TO CLIENT "AS IS" AND "WITH ALL FAULTS" AND WESTPORT MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO CLIENT OR ANY CUSTOMER, OR END USER OF THE PRODUCTS AND ALL WARRANTIES OR IMPLIED CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR CONDITION IMPLIED BY STATUTE, ARE HEREBY AGREED BY WESTPORT AND CLIENT NOT TO BE PART OF THIS COMMERCIAL ORDER CONFIRMATION AND EXPLICITLY EXCLUDED FROM THE TERMS AND CONDITIONS OF THIS COMMERCIAL ORDER CONFIRMATION OR THE TERMS AND CONDITIONS OF ANY SALE OF THE PRODUCTS BY WESTPORT TO CLIENT. THE SOLE AND EXCLUSIVE REMEDY OF CLIENT AGAINST WESTPORT, WHETHER BASED UPON WARRANTY, STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CLAIMS OVER FOR CONTRIBUTION OR INDEMNITY, OR ANY OTHER BASIS, WILL BE LIMITED TO THE RIGHTS OF CLIENT UNDER THE WARRANTY.
11. This Commercial Order Confirmation and the rights and parties thereto shall be governed by and construed according to the laws of the State of New York, The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of New York.

**EXHIBIT I (Westport WiNG Order Form)**

\*See attached Westport WiNG ORDER FORM, Dated \_\_\_\_\_, with Dealer Code \_\_\_\_\_