



OEM VEHICLE SUBMISSION TERMS AND CONDITIONS

Go Electric Medium- and Heavy-Duty Vehicle Rebate Program

THESE OEM VEHICLE SUBMISSION TERMS AND CONDITIONS (these "Terms and Conditions") apply to all vehicle information, documentation, specifications, certifications, attestations, and related materials submitted by an original equipment manufacturer, manufacturer representative, or authorized submitter ("OEM") for review under the Go Electric Medium- and Heavy-Duty Vehicle Rebate Program (the "Program"). By submitting vehicle information for consideration, the OEM acknowledges and agrees to the following terms.

1. Purpose and Program Requirements.

These Terms and Conditions set out the requirements that apply when OEM submits vehicle information for review for inclusion on the Program's list of eligible vehicle models. The Program Guide, as amended from time to time, forms part of the Program requirements applicable to OEM submissions. OEM shall comply with all Program requirements, including the Program Guide, these Terms and Conditions, and any updates issued by the Province of British Columbia, the Ministry of Energy and Climate Solutions ("ECS"), CLEAResult Canada Inc. ("CLEAResult"), or the Program from time to time. ECS is responsible for overall Program management and may modify, suspend, or terminate the Program, including eligibility criteria, rebate amounts, vehicle categories, application requirements, and other Program requirements, at any time. CLEAResult administers the Program on behalf of ECS.

2. Authority to Submit.

OEM represents and warrants that it is authorized to submit vehicle information and make the certifications, representations, warranties, and commitments set out in these Terms and Conditions. Where a manufacturer representative, authorized licensee, dealership, authorized seller, lessor, or other submitter submits vehicle information on behalf of OEM, OEM remains responsible for ensuring that all submitted information is complete, accurate, current, and authorized.

3. Certification of Accuracy.

OEM certifies that all submitted vehicle data, supporting documentation, specifications, certifications, attestations, and related information are true, accurate, current, and complete, with no misleading statements or material omissions. This certification applies to all specifications and eligibility-related information, including but not limited to vehicle make, model, model year, configuration, vehicle class, gross vehicle weight rating, fuel or technology type, battery capacity, range, regulatory classification, VIN structure, certification status, manufacturing status, and availability.

4. Eligibility Representation.

OEM represents and warrants that each submitted vehicle meets, or is expected to meet, all applicable Program eligibility requirements set out in the Program Guide. This includes, as applicable:



- (a) eligibility as a new medium- or heavy-duty zero-emission vehicle;
- (b) eligibility as a Class 2B through Class 8 vehicle, with pickup trucks excluded from Classes 2B and 3;
- (c) eligibility as a fully battery electric vehicle, plug-in hybrid electric vehicle, extended-range electric vehicle, or hydrogen fuel cell vehicle, as permitted by the Program;
- (d) exclusion of conventional hybrid vehicles and auxiliary systems such as ePTO, unless otherwise permitted by Program rules;
- (e) for plug-in hybrid vehicles, usable battery capacity exceeding 50 kWh;
- (f) a Gross Vehicle Weight Rating (GVWR) above 3,856 kg and commercial-use design;
- (g) new-vehicle requirements, including that the vehicle is constructed entirely from new parts and has never been the subject of a retail sale or previously registered in British Columbia or another jurisdiction, except where expressly permitted under Program rules;
- (h) manufacture by the OEM or its authorized licensee;
- (i) restrictions on drivetrain conversions, aftermarket modifications, used vehicles, re-leased vehicles, lease assumptions, or vehicles transferred into British Columbia after previously being registered out of province;
- (j) demonstration vehicle requirements, including that the vehicle has not been registered except to the OEM, dealership, or authorized seller for demonstration purposes, has only been driven by dealership staff except for permitted test drives or showcases, and has mileage below 10,000 kilometres unless an exception is granted;
- (k) passenger transportation vehicle requirements, including review of a valid passenger transportation board licence where applicable;
- (l) school bus eligibility requirements, including that school buses are eligible only where no other provincial rebate or funding program is available for that vehicle category;
- (m) acknowledgement that eligible vehicles must be purchased or leased within British Columbia from a British Columbia entity, except where an exception is granted under Program rules;
- (n) acknowledgement that recipient obligations, including registration, plating, insurance, and rebate repayment obligations, remain the responsibility of the rebate recipient and are not waived by vehicle approval; and
- (o) any additional criteria communicated by ECS, CLEAResult, or the Program.

5. Required Submission Materials.

For each vehicle submitted for Program review, OEM shall submit the Vehicle Eligibility Application, the Manufacturer vehicle eligibility form, and all required supporting documentation to ECS through the



Program website, or through another submission pathway approved by ECS. Required materials may include, but are not limited to:

- (a) completed manufacturer or vehicle eligibility form;
- (b) OEM contact and legal entity information;
- (c) vehicle make, model, model year, trim, configuration, and class information;
- (d) gross vehicle weight rating and other classification information;
- (e) fuel or technology type, battery capacity, charging capability, range, and other technical specifications;
- (f) VIN structure, VIN decoding logic, VIN ranges, or other VIN validation materials, where requested;
- (g) regulatory, safety, import, manufacturing, or compliance certifications;
- (h) MSRP or pricing information, where requested;
- (i) photographs, brochures, technical documents, or other supporting materials;
- (j) information on production status, vehicle availability, delivery timelines, and discontinuation status; and
- (k) any other documentation reasonably requested by CLEAResult, ECS, or the Program.

6. Material Change Obligation.

OEM must promptly notify CLEAResult and/or ECS of any material change affecting a submitted or approved vehicle, including:

- (a) changes to vehicle specifications, battery capacity, technology type, range, gross vehicle weight rating, vehicle class, configuration, or VIN structure;
- (b) changes in regulatory, safety, import, certification, or compliance status;
- (c) changes to model year, trim, variant, production status, or vehicle availability;
- (d) discontinuation, replacement, or redesign of a vehicle model;
- (e) discovery that submitted information was inaccurate, incomplete, outdated, or misleading; and
- (f) any other change that could reasonably affect Program eligibility, rebate amount, purchaser reliance, or Program administration.

7. VIN Integrity Representation.

OEM represents and warrants that all VIN structures, VIN ranges, VIN decoding information, and vehicle identifiers submitted to the Program are accurate, complete, and consistent with applicable regulatory standards. OEM shall ensure that VIN ranges correspond only to eligible vehicle configurations and do not include ineligible variants, trims, vehicle classes, or technology configurations. CLEAResult, ECS, and the Program may use VIN information to verify eligibility, prevent duplicate claims, support audit activities, and confirm that vehicles receiving rebates match approved vehicle configurations.

8. Technical Claims and Marketing Consistency.

OEM agrees that all technical claims, performance claims, range statements, technology descriptions, eligibility descriptions, and marketing representations made in connection with a submitted vehicle must be accurate and consistent with submitted data and Program approval. OEM shall not overstate vehicle performance, eligibility, technology status, zero-emission capability, duty-cycle suitability, range, battery capacity, or Program approval status. OEM shall not represent that a vehicle is Program-eligible unless and until the vehicle has been approved and added to the Program's list of eligible vehicle models.

9. OEM Indemnity.

OEM agrees to indemnify, defend, and hold harmless CLEAResult, ECS, the Province of British Columbia, the Program, and their respective officers, employees, agents, representatives, contractors, and affiliates from and against any and all losses, liabilities, damages, claims, suits, proceedings, judgments, assessments, costs, and expenses (including interest and penalties), and including reasonable and documented attorney fees and expenses, arising from or relating to:

- (a) incorrect, incomplete, outdated, or misleading submitted information;
- (b) incorrect or misleading specifications, certifications, technical claims, or marketing claims;
- (c) vehicles deemed ineligible based on OEM-submitted information;
- (d) failure to disclose material changes;
- (e) regulatory non-compliance of submitted vehicles;
- (f) breach of these Terms and Conditions; or
- (g) any negligent, wrongful, or unlawful act or omission by OEM or its representatives in connection with vehicle submissions or Program participation.

10. Verification Rights.

ECS, CLEAResult, and/or the Program may verify any submitted or approved vehicle. Verification may include requesting supporting documentation, reviewing certifications or specification sheets, comparing submitted information against regulatory filings, confirming VIN information, and verifying compliance with applicable regulatory requirements, including U.S. Environmental Protection Agency certificate coverage, the On-Road Vehicle and Engine Emission Regulation under the Canadian Environmental Protection Act, 1999, and Transport Canada's Motor Vehicle Safety Act and its regulations. OEM agrees to cooperate fully with all review, verification, audit, monitoring, and eligibility-confirmation activities and respond within the timelines requested by ECS, CLEAResult, or the Program.

11. Right to Remove Eligible Vehicles.

ECS may remove, suspend, restrict, or modify a vehicle's eligibility at any time. CLEAResult may support implementation of any such change as Program Delivery Agent. A vehicle's eligibility may be removed, suspended, restricted, or modified where:



- (a) the vehicle no longer meets Program requirements;
- (b) submitted information is found to be inaccurate, incomplete, outdated, or misleading;
- (c) the vehicle's specifications, regulatory status, production status, or configuration changes;
- (d) the vehicle was approved based on incorrect or incomplete information;
- (e) the vehicle creates Program integrity, compliance, or policy concerns;
- (f) Program eligibility criteria or funding requirements change; or
- (g) ECS determines that removal, suspension, restriction, or modification is required for Program administration or policy reasons.

Eligibility changes will generally apply prospectively unless Program integrity, inaccurate information, non-compliance, or other circumstances require retroactive action in accordance with Program rules.

12. No Guarantee of Acceptance.

Submission of a vehicle for review does not guarantee approval, inclusion on the Program's list of eligible vehicle models, rebate eligibility, availability of Program funding, or entitlement to any Program incentive. ECS determines whether submitted vehicles meet Program eligibility requirements, adds approved vehicles to the Program's list of eligible vehicle models, and calculates applicable rebate amounts. Approval remains subject to Program Guide updates, Program requirements, funding availability, verification, and any additional documentation requested by ECS, CLEAResult, or the Program. Vehicles purchased prior to being added to the Program's list of eligible vehicle models are not eligible for a rebate unless expressly permitted under Program rules.

13. Data Use Consent.

OEM consents to the collection, use, disclosure, publication, and retention of submitted vehicle information by CLEAResult, ECS, the Province of British Columbia, and/or the Program for the purposes of Program administration, eligibility review, publication of eligible vehicle information, purchaser and seller guidance, reporting, policy analysis, audit, compliance, evaluation, communications, and development or improvement of current and future programs. Information that may be published or shared may include make, model, model year, vehicle class, technology type, rebate category, eligibility status, and other non-confidential vehicle eligibility information.

14. Confidential or Commercially Sensitive Information.

OEM shall clearly identify any confidential or commercially sensitive information included in a vehicle submission. CLEAResult, ECS, and the Program will handle confidential or commercially sensitive information in accordance with applicable law and Program requirements. OEM acknowledges that certain vehicle eligibility information may need to be used or disclosed for Program administration, reporting, audit, public accountability, publication of eligible vehicle information, and communication with purchasers, dealerships, authorized sellers, lessors, or other Program participants.



15. Regulatory Compliance Certification.

OEM certifies that all submitted vehicles comply with all applicable federal, provincial, and local laws, regulations, standards, approvals, certifications, and requirements, including applicable vehicle safety, import, manufacturing, emissions, zero-emission, fuel, battery, charging, labelling, and road-use requirements. OEM further certifies that each submitted vehicle is either covered by a U.S. Environmental Protection Agency certificate or is deemed to be covered by a U.S. Environmental Protection Agency certificate in accordance with the On-Road Vehicle and Engine Emission Regulation under the Canadian Environmental Protection Act, 1999, and meets all requirements outlined in Transport Canada's Motor Vehicle Safety Act and its regulations. OEM is solely responsible for ensuring that submitted vehicles comply with applicable regulatory requirements.

16. Program Communications and Branding.

OEM shall not use the names, logos, marks, or identifying characteristics of the Province of British Columbia, ECS, CLEAResult, CleanBC, or the Program in advertising, sales promotion, public statements, or publicity without prior written authorization where required. Any public-facing statement about Program eligibility must be accurate, current, and consistent with Program-approved language.

17. Consequences of Inaccurate Information or Non-Compliance.

If OEM provides inaccurate, incomplete, outdated, or misleading information, fails to disclose a material change, fails to cooperate with verification, or otherwise fails to comply with these Terms and Conditions, ECS, CLEAResult, or the Program may take one or more of the following actions, subject to ECS's authority over vehicle eligibility decisions:

- (a) reject the vehicle submission;
- (b) request corrected or additional information;
- (c) delay review or approval;
- (d) suspend, restrict, or remove the vehicle from the Program's list of eligible vehicle models;
- (e) deny, withhold, reduce, adjust, or recover associated rebates where permitted by Program requirements;
- (f) notify affected Program participants, dealerships, authorized sellers, lessors, or purchasers;
- (g) restrict OEM's ability to submit future vehicles; and/or
- (h) pursue any other remedy available under Program requirements, agreement, policy, or law.

18. Record Retention.

OEM shall maintain all records related to vehicle submissions, including technical documentation, certification records, VIN information, eligibility records, correspondence, and supporting materials, for a minimum of six (6) years following the date of submission or approval, or such longer period as required by law or the Program.

19. Limitation of Liability.

None of CLEAResult, ECS, the Province of British Columbia, the Program, or their respective officers, employees, contractors, agents, representatives, or affiliates will be liable for indirect, special, incidental, or consequential damages arising out of or related to these Terms and Conditions, including but not limited to loss of anticipated revenue, profits, goodwill, vehicle sales, business opportunity, or market access. Approval of a vehicle for inclusion on the Program's list of eligible vehicle models does not constitute a warranty, endorsement, guarantee, certification of performance, certification of regulatory compliance, or representation by CLEAResult, ECS, the Province of British Columbia, or the Program regarding the vehicle.

20. Independent Contractor Relationship.

These Terms and Conditions do not create the relationship of employer and employee, partnership, joint venture, agency, or fiduciary relationship between OEM and CLEAResult, ECS, the Province of British Columbia, or the Program. OEM remains solely responsible for its own business operations, costs, certifications, approvals, licenses, permits, insurance, assessments, and taxes.

21. Notices.

OEM shall provide current contact information for the individual or entity responsible for vehicle submissions and Program communications. Notices, requests for information, verification requests, or other Program communications may be delivered to the contact information provided by OEM. OEM is responsible for promptly updating CLEAResult or the Program if its contact information changes.

22. Survival.

All representations, warranties, indemnities, data-use consents, confidentiality obligations, verification obligations, audit obligations, record retention obligations, and remedies under these Terms and Conditions survive vehicle submission, approval, rejection, suspension, delisting, Program modification, Program termination, and any related Program review.

23. Acknowledgement.

By submitting vehicle information for review, OEM confirms that it has read, understood, and agrees to comply with these Terms and Conditions. OEM further confirms that the individual submitting information on its behalf is authorized to make the certifications, representations, warranties, and commitments set out in this document.