



1 High Tech Ave., Painesville, OH 44077
Ph: 440-357-8964
evolvetransporters.com

SALES AGREEMENT

Date: 6.16.2022

Purchaser: Brooklands, LLC

Address: 213 S 36th Street
Phoenix, AZ 85034


Phone: 602-757-1225

Team: The Heart of Racing Team

Transporter: EV4085

Evolve Solutions, LLC, One High Tech Avenue, Painesville, Ohio 44077 (hereinafter referred to as "Evolve"), agrees to construct and Purchaser agrees to purchase a trailer, including modifications and equipment.

1. PURCHASE PRICE:	\$ 559,253
Plus State Sales Tax: (applicable if titled in one the following states: Arizona, California, Florida, Indiana, Massachusetts, Michigan, Ohio, South Carolina or Washington)	\$ 31,318
Plus Federal Excise Tax:	\$ 27,558
TOTAL CONVERSION PRICE AND TAX:	\$ 618,129
Less nonrefundable down payment: to hold the scheduled delivery date. Due on: <u>June 1, 2022</u>	\$ 50,000
BALANCE DUE, PAYABLE IN THREE PAYMENTS:	\$ 568,129
Due before construction begins Due on: <u>August 26, 2022</u>	\$ 189,376
Due during construction Due on: <u>October 28, 2022</u>	\$ 189,376
Final payment due prior to delivery Due on: <u>December 30, 2022</u>	\$ 189,377
APPROXIMATE Delivery Date Month of: <u>December 2022</u>	



The price you pay as stated in this Sales Agreement includes applicable taxes, including, but not limited to, excise taxes, sales taxes and use taxes. In the event any additional taxes are paid by Evolve or if Evolve is requested to collect and pay any additional taxes, then the Purchaser agrees to promptly reimburse Evolve for any such tax or taxes.

2. RETURN OF SALES AGREEMENT

Purchaser agrees to return the original signed and dated Sales Agreement to Evolve by **June 27, 2022**. Any delay in receipt of this Sales Agreement may cause a reciprocal delay in the delivery date.

3. DELIVERY DATE:

Month of **December 2022** is the APPROXIMATE date for completion. Evolve shall not be liable for any damages due to delay in completion of this construction caused by act or default of Purchaser, act of God, labor strikes or material and/or equipment shortages. Delivery date is subject to the availability of a trailer body which meets the Purchaser's specifications. Any delay in completion of the trailer body by Evolve, due to the special order of the trailer body or any other delay of delivery caused by any other source beyond the control of Evolve, could delay the final delivery date to Purchaser and Evolve shall not be liable to Purchaser for consequential or incidental damages caused by the delay.

4. PAYMENT SCHEDULE:

Purchaser agrees to make payments according to the schedule stated in paragraph 1 of this Agreement. Any delay in the receipt of a payment may cause an equal delay, or postponement to the delivery date of the trailer.

5. PLANS AND SPECIFICATIONS:


Evolve agrees to construct the trailer in accordance with the plans and specifications. Purchaser further agrees to indemnify, and hold Evolve harmless for any and all damages resulting from defects in design where the plans and/or specifications are supplied by the Purchaser.

6. CHANGE ORDERS:

All change orders requested by Purchaser are subject to the approval of Evolve. All changes will be authorized by a written change order signed by Purchaser and Evolve. The change order will include conforming changes to the contract cost and delivery date.

7. INSPECTIONS:

Purchaser or an authorized agent, prior to taking possession of the trailer, must inspect and carefully check to determine that all items are in satisfactory condition. Purchaser shall give to Evolve a signed summary that identifies any deficiencies in workmanship or materials. Within a reasonable period of time, Evolve shall correct any items on the summary that are deficient in workmanship and/or materials in accordance with Evolve's limited warranty.



Prior to possession the Purchaser or authorized agent will be instructed in the use and care of all systems, functions, and safety features of the trailer. Purchaser shall execute upon possession a CERTIFICATE OF ACCEPTANCE acknowledging that the trailer is satisfactory and acceptable, and acknowledging receipt of Evolve's instructions.

9. PAINT

Purchaser agrees to and understands that Evolve's paint process is standard to transportation industry application. Should purchaser have specifications on paint quality and paint utilized, purchaser must inform Evolve prior to approval of transporter design.

8. REPRESENTATIONS AND WARRANTY:


The limited warranty attached and incorporated by reference into this Agreement contains the sole warranty provided by Evolve to the Purchaser. Evolve assigns to the Purchaser, to the extent they are assignable, all rights under Evolve's warranties on appliances, equipment, fixtures, and consumer products included in the trailer.

UNLIMITED 2-YEAR WARRANTY ON CHASSIS AND BODY

Evolve Solutions (the "Seller") warrants to the original purchaser from the Seller (the "Original Purchaser") of a new trailer manufactured by the Seller (a "Trailer") that the Trailer will be free of defects in materials and workmanship, when used in normal commercial service and when properly maintained, for a period two (2) years from the date of delivery to the Original Purchaser (the "Express Written Warranty")

ANY AND ALL WARRANTIES, INCLUDING THE EXPRESS WRITTEN WARRANTY, SHALL BE VOID WITH RESPECT TO A PARTICULAR TRAILER IF:

- A. The total weight of a Trailer and its cargo at any time EXCEEDS the Gross Vehicle Weight Rating (GVWR) listed on the vehicle identification plate the Seller fastened to that Trailer (the "Vehicle ID").
- B. The loaded weight of any axle on a Trailer at any time EXCEEDS the Gross Axle Weight Rating (GAWR) listed on the Vehicle ID.
- C. The Trailer is not serviced and maintained in accordance with the Seller's recommended service schedule (sometimes called the preventative maintenance schedule) provided to the Original Purchaser in conjunction with the Vehicle.
- D. The Trailer is at any time (1) damaged in a collision or other accident, (2) overloaded, (3) loaded in a manner such that the weight is not properly secured or equally distributed, (4) not lawfully operated on well-maintained public roads, or (5) otherwise neglected or misused in any manner which produces unusual strain or impact.
- E. Any part or component of the Trailer has been altered, repaired, or replaced.



The Seller's sole obligation as a result of any breach of the Express Written Warranty shall be to REPAIR OR REPLACE, at the Seller's option, any defective part or component of a Trailer which results directly from the Seller's defective material or workmanship.

THE EXPRESS WRITTEN WARRANTY DOES NOT APPLY TO THE FOLLOWING (The "Excluded Items"):

- i. Any component parts or other products manufactured or supplied to the Seller by other manufacturers or suppliers (the "Suppliers"), and which are assembled or installed by the Seller on a Trailer.
- ii. Parts exposed to the elements or subject to active wear and tear, electricity, or friction, including without limitation, overhead doors, floors, brake linings, brake drums, brake actuation components, oil seals, bearings, paint, lights and lamp bulbs, tires, suspensions, accessories and the like.

THE SELLER MAKES NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE EXCLUDED ITEMS.

To the extent warranties from Suppliers (the "Supplier Warranties") are made available to the Original Purchaser by the Suppliers to cover any defective part or condition in a Trailer, the Seller shall use reasonable efforts to provide sufficient information to the Original Purchaser to enable the Original Purchaser to obtain direct warranty coverage or assistance from the applicable Supplier. However, Seller does not expressly or impliedly warrant that any parts or accessories provided by Suppliers will be subject to, or meet the conditions of, any supplier warranties with respect to such parts or accessories.

THE SELLER SHALL HAVE NO LIABILITY FOR ANY CARGO LOSS, LOSS OF USE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE ORIGINAL PURCHASER'S PURCHASE OF ANY TRAILER, ANY DEFECT IN ANY TRAILER, OR ANY OTHER BREACH OF THE EXPRESS WRITTEN WARRANTY, REGARDLESS OF WHETHER THE DEFECT IS SUBJECT TO THE EXPRESS WRITTEN WARRANTY, The Seller's obligation under the Express Written Warranty to repair or replace the defective part or component is the Original Purchaser's SOLE AND EXCLUSIVE REMEDY for any breach of the Express Written Warranty.

THE SELLER MAKES NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY TRAILER. THE SELLER MAKES NO EXPRESS WARRANTY WITH RESPECT TO ANY TRAILER OTHER THAN THE EXPRESS WRITTEN WARRANTY. The Express Written Warranty shall be in lieu of all other warranties, obligations, or liabilities on the part of the Seller. No other warranties or other affirmations made outside this document shall be effective. The Seller neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, alteration, repair or replacement of a Trailer or any part or component thereof.



THIS WARRANTY IS NOT TRANSFERABLE BY THE ORIGINAL PURCHASER.

UNLIMITED 1-YEAR WARRANTY ON GOODS

Evolve hereby warrants to the original Purchaser, for 12 months from delivery of the trailer, the equipment and other goods manufactured by it to be free from defects in material and workmanship, when properly maintained and used in normal service. "Normal Service" means usage in the manner and for the purposes for which such trailer and goods are generally purchased and utilized. THE FOREGOING WARRANTY IS MADE SOLELY TO THE ORIGINAL PURCHASER FROM EVOLVE AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED BY LAW OR OTHERWISE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE WAS DISCLOSED TO BT TRANSPORTER PRIOR TO THE PURCHASE OF THE WARRANTED GOODS.

EVOLVE MAKES NO WARRANTY WHATSOEVER AS TO:

- i. Parts, accessories, or other goods manufactured by others which are specified by Purchaser or installed as a result of Purchaser's requirements.
- ii. Used goods delivered hereunder, regardless of Evolve, all of which are delivered "AS IS".
- iii. Those components of any Goods which, after delivery hereunder, have been repaired or altered by anyone other than Evolve or one of its authorized service representatives and have been affected by such repairs or alterations, in Evolve's sole opinion.
- iv. Goods that are not defective but may wear out and need to be replaced during the warranty period, including, for example, but without limitation, light bulbs, paint, oil seals, floors, and the like.
- v. Goods which have been subject to abuse, neglect or damage from an accident or misuse.

LIMITATIONS OF MANUFACTURER'S LIABILITY

Evolve shall have no liability for any cargo loss, loss of use, or any other incidental or consequential damages arising out of the use of the Goods or alleged to have been caused by any of the Goods.

Purchaser's sole remedy for any defects in Goods delivered hereunder, whether Purchaser's claim arises under the warranty set forth in this Limited Warranty, or otherwise, shall be limited to the repair or replacement of Goods, at Evolve's option. Purchaser shall give Evolve notice in writing of any defects occurring during the Warranty to which Purchaser claims this Warranty applies within thirty (30) days from the date such defect becomes apparent, specifying the nature of the claimed defect and the date it becomes apparent. The claimed defective Goods must be returned to Evolve or to an agent designated by Evolve within ten

(10) days after Evolve requests their return for inspection and/or repair or replacement.

Some States do not allow exclusions or limitations of implied warranties, so the limitations contained herein may not apply to Purchaser.

This Warranty gives Purchaser specific legal rights and Purchaser may also have other rights which vary from state to state.

9. GOVERNING LAW:

This Agreement and all rights and duties of Evolve and Purchaser shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement is entered and is to be performed in Lake County, Ohio and in the event of litigation the parties agree that it will be enforced in Lake County, Ohio.

10. ATTORNEY FEES:

If any legal action is brought by either the Purchaser or Evolve for the enforcement of the terms and conditions of this Agreement, it is expressly agreed that the party that prevails shall be entitled to recover from the other Party reasonable attorney fees in addition to any other relief which may be awarded.

11. ADDITIONS AND / OR MODIFICATIONS:

This contract contains all the representations, warranties and promises of Evolve. No agent or representative of Evolve is authorized to make any representations or promise on behalf of Evolve other than those contained here, and Evolve makes no other warranties, express or implied, including, but not limited to the warranties of good workmanship and fitness of purpose.

PURCHASER:

BY: _____ Date: _____

EVOLVE SOLUTIONS, LLC:

BY: _____ Date: _____