

Fleet Services Agreement

Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Supplier except under written agreement by the contracting Parties.

1.0 Preamble

1.1 Preamble and Effective Date

This Agreement, effective on the date when signed by the last Party ("Effective Date"), is between Bachman NGV, Inc. dba BAF Technologies, a Kentucky corporation (hereinafter referred to as "Supplier"), and AT&T Services, Inc., a Delaware Corporation (hereinafter referred to as "AT&T"), each of which may be referred to in the singular as "Party" or in the plural as "Parties."

1.2 Scope of Agreement

a. Supplier shall provide to AT&T the Material and Services described in Appendix A, subject to the terms and conditions of this Agreement and pursuant to and in conformance with Orders submitted by AT&T. The applicable price for the Material and Services is specified in Appendix B. Supplier shall not reject any Order for Material or Services described in Appendix A unless the Order includes:

1. Delivery Dates to which Supplier has not agreed, prior to the placement of the Order, and which Supplier is unable to meet;
2. Special Terms and Conditions to which Supplier has not agreed, prior to placement of the Order, and which are objectionable to Supplier; or
3. prices contrary to those established under this Agreement.

b. If Supplier rejects an Order, Supplier shall give AT&T written notice stating Supplier's reasons for rejecting the Order and the modifications, if any, that would make the Order acceptable to Supplier.