

## **5. Annual User Experience Reports**

The manufacturer shall be responsible for working with purchasers to develop an Annual User Experience Report each calendar year and providing said reports to the Project Administrator, CARB, or their designee. Each Annual User Experience Report shall cover every piece of CORE-funded equipment (purchased as new and conversions) sold by the manufacturer that is still within the project participation period. Reports are due within 90 calendar days of the end of each year. It is the manufacturer's responsibility to ensure reports are submitted in a timely manner. The Annual User Experience Reports shall include the following information:

- a. Fleet and manufacturer concerns;
- b. Fleet maintenance procedures;
- c. Fleet experience with the manufacturer for repairs; and
- d. Fleet and manufacturer recommendations.

Together with the Annual User Experience Reports, the manufacturer shall also submit to the Project Administrator their EDRs as well as information on all other warranty claims and repairs of CORE-funded equipment that occurred during their project participation periods.

## **6. Replacement Parts**

Manufacturers must make a good faith effort to stock replacement parts, and make them readily available to dealers, other manufacturer-authorized service providers, purchasers with manufacturer-trained in-house technicians, and if appropriate, through the secondary market.

## **7. Telematics Reporting**

The manufacturer shall process and transmit the required telematics data (see Section D.2.g) collected from the telematics system to the Project Administrator, or their designee, in a format agreed upon by the Project Administrator and CARB. For each CORE-funded equipment piece (purchased as new or conversion), the manufacturer shall be responsible for uploading the telematics data once a month for the first three months following deployment. After the initial, three-month period, the telematics data shall be submitted quarterly until the data covering the entire project participation period of said equipment piece or conversion kit have been reported to CARB. If the data submittal date for the third month will be within 30 days before a quarterly reporting date and the data submittals from the first two months are deemed sufficient by the Project Administrator, the manufacturer may

submit their third-month data within their first quarterly report, in lieu of submitting both the third monthly report and the first quarterly report.

## **F. PURCHASER TERMS AND CONDITIONS**

In order to participate in CORE, purchasers must agree to be bound by the following conditions:

1. Purchasers must be available for follow-up inspections, if requested by the Project Administrator, CARB, or CARB's designee.
2. Purchasers must operate CORE-funded equipment (purchased as new or conversion) for a minimum of 800 usage hours annually (three-year average) during the project participation period. For MPUs, hours of operation is hours of dispensing power.

Purchasers unable to meet this requirement must advise the Project Administrator, in writing, as to why the equipment was unable to meet its usage target. In such situations, CARB, in consultation with the Project Administrator, will evaluate fleet-use data and determine appropriate actions. Failure to meet the minimum usage condition or justify limited use may restrict purchasers from further funding participation.

Furthermore, purchasers should carefully consider the time required to install the infrastructure necessary to support CORE-funded equipment. Failing to install necessary infrastructure in advance of equipment deployment is not an acceptable basis for failing to meeting the 800-hour usage condition.

Note: CARB may alter the minimum-usage requirements, if warranted. CARB is currently considering establishing usage requirements specific to each individual equipment type. The IM will be updated, accordingly, if and when changes are made.

3. Purchasers may not make or allow any modifications to the equipment's or conversion kit's control systems, hardware, or software calibrations. Modifications during the project participation period may void the warranty and result in forfeiture of voucher funds. This restriction excludes user controls designed into the equipment piece or conversion kit.
4. Purchasers must operate the CORE-funded equipment (purchased as new or conversion) 100 percent of its time within California for the duration of the project participation period (i.e., the three-year period from the date of equipment delivery or final payment, whichever is later). Equipment domiciled

- in a California county that borders Arizona, Nevada, Oregon or Mexico, and equipment used for emergency response, may be granted permission to accrue up to 25 percent of its usage each year outside of California, if approved in advance by the Project Administrator, in writing. A written request from the purchaser should be submitted to the Project Administrator, or their designee for approval at the time of purchase or at least 30 days before operating the equipment outside of California.
5. Purchasers must maintain insurance as required by law. If the CORE-funded equipment (purchased as new or conversion) is destroyed or otherwise deemed permanently inoperable due to an accident or for any other reason, the purchaser must notify the Project Administrator, in writing, within two weeks of the equipment being destroyed or becoming inoperable. The written notification must adequately demonstrate that the specific piece of equipment has become inoperable. The Project Administrator, CARB, or their designee may request supporting evidence, such as photographs of the inoperable piece of equipment with the license plate number or other identifying markings visible, applicable insurance or law-enforcement documentation, etc. Recovery of CORE funds for such losses may be required during the project participation period.
  6. Purchasers must respond in a timely manner to CORE surveys from the dealer, manufacturer, CARB, the Project Administrator, or their designee, on equipment experience and usage. Purchasers that fail to submit accurate and timely information in response to annual usage surveys may be restricted from future CORE participation.
  7. Purchasers must be in good standing with all federal, state, and local air quality rules and regulations, including reporting requirements, if applicable. As such, “compliance checks” will be part of each voucher process and could occur at the time of voucher request or voucher redemption, or both. Furthermore, a purchaser may be required to furnish additional information (e.g., an explanation of a purchaser’s claim of regulatory exemption) during a compliance check before a voucher request or redemption is approved.
  8. Purchasers must provide CARB, the Project Administrator, or their designee all requested information related to any purchases made with a CORE voucher (including purchase, lease, or rental agreements) within thirty days of written request for such information.
  9. Purchasers must allow the manufacturer to collect, aggregate, and transmit specified telematics data, as described in Section E.7, Telematics Reporting, to the Project Administrator, CARB, or their designee.

10. Purchasers must operate and maintain the equipment as recommended by the manufacturer to ensure equipment durability, efficiency, and reliability.
11. A purchaser must disclose if said purchaser and the manufacturer/dealer hold an equity interest in one another, are owned partially or wholly by a third party, or have one or more common corporate officers who are responsible for the overall direction of both the purchaser and the manufacturer/dealer.
12. A purchaser is subject to the manufacturer self-purchase limits described in Section L, Manufacturer Purchases, if said purchaser and the manufacturer/dealer hold an equity interest in one another, are owned partially or wholly by a third party, or have one or more common corporate officers who are responsible for the overall direction of both the purchaser and the manufacturer/dealer.
13. All equipment purchased through CORE is required to perform or support freight activities. Purchasers may be asked to affirm that equipment purchased through CORE fulfills this requirement.

Failing to conform with any of the above conditions, or providing false or misleading information, could result in forfeiture of voucher funds and in the purchaser being restricted from further participation in CARB funding programs.

## **G. VOUCHER REQUESTS**

### **1. Voucher Request Conditions**

- a. A voucher request must be associated with a real and completed equipment or conversion-kit purchase or order.
- b. Vouchers may only be requested for new orders. Therefore, a voucher request must be submitted on the same day the purchase order is signed or executed.
- c. The dealer is responsible for ensuring the accuracy of the equipment, conversion-kit (if applicable), and dealership information on all voucher request forms it submits to the Project Administrator. Submission of false or inaccurate information on this form may result in cancellation of the voucher request, recapture of funds, and the restriction from further participation in CORE. In addition, CARB may seek other remedies available under law.