



SALES CONTRACT

This agreement made by and between **FIRE SERVICE, INC** (Company) and

City of Aurora, IL
(Legal Name of Buyer)

44 E. Downer Place Aurora IL 60507
(Address) (City) (State / Province) (Zip / Postal Code)

1. **ACCEPTANCE:** The “Company” agrees to sell and the “Buyer” agrees to purchase the ambulance and equipment described in the Wheeled Coach specifications and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, and 3.

2. **DELIVERY:** The ambulance shall be ready for delivery within approximately 120 calendar days, after the receipt and signed acceptance of this contract at the Wheeled Coach Corporate Headquarters, Winter Park, FL. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company’s control.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: Chassis, Motor, Transmission, Wheel Base) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the ambulance.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the original Wheeled Coach bid response dated October 2, 2013, and subsequent tag on award to same bid contract awarded January 29, 2015. Proposal Dated 11/20/15 is attached.

(1) Wheeled Coach 2016 F450 Chassis Type I Custom Ambulance per Aurora Bid Specifications.

5. **WARRANTY:** Shall be as proposed in the attached Wheeled Coach specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the ambulance(s), the sum of Two Hundred Ten Thousand, One Hundred Thirty Seven dollars and 00/100 or \$ 210,137.00. All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed.

NOTE: Payment shall be made only to:

Fire Service, Inc.
9545 North Industrial Drive
Saint John, Indiana 46373

7. **TERMS OF PAYMENT:**

F.O.B. St. John, IN. Zero down payment, full payment at delivery via wire transfer or municipal check.

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

c) It is agreed that the ambulance and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit had been completed.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** At its sole discretion, the COMPANY may allow the terms of this contract to be extended to both the BUYER and similar agencies for the purchase of a similar unit(s) under similar terms for a period of two (2) years from the date of the execution of this contract. Should the COMPANY choose to exercise this option, it shall be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and / or heavy transportation equipment or by itemizing price changes expected by the company from the component vendors. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this 13th day of January, 2016.

COMPANY

BUYER

Fire Service, Inc.
9545 North Industrial Drive
Saint John, Indiana 46373
219-365-7157 Phone
219-365-8572 Fax

City of Aurora, Illinois
44 E. Downer Place
Aurora, Illinois 60507
630-256-3550 Phone
630-256-3559 Fax

BY Jeff LeBeda
NAME: Jeff LeBeda
TITLE: Director of Sales
DATE: January 13, 2016

BY: Ester J. Phillips
NAME: Ester L Phillips
TITLE: Director of Purchasing
DATE: January 13, 2016