



SALES CONTRACT

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

City of Aurora

(Legal Name of Buyer)

44 East Downer Place Aurora

IL.

60507

(Address)

(City)

(State)

(Zip Code)

1. **ACCEPTANCE:** The Company agrees to sell and the Buyer agrees to purchase the apparatus and equipment described in the Fire Service, Inc. Proposal Specifications dated February 3, 2016 and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, 3, and 4.

2. **DELIVERY:** The apparatus shall be ready for delivery within approximately 250 - 270 calendar days, after the receipt and signed acceptance of this contract by Fire Service, Inc., located in St. John Indiana. 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 two (2) weeks, or if a pre-build is required eight (8) weeks, 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.: engine, transmission, axles, water tank, body, fire pump) 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 apparatus.**



4. **SPECIFICATIONS:** The Company and Buyer agree that all material and workmanship in and about this apparatus shall comply with the hereto attached Fire Service, Inc. Aurora Fire Department Proposal Specifications dated 02/03/2016 and any authorized change orders.

5. **WARRANTY:** The warranties shall be as proposed in the attached Fire Service, Inc. Specification.

6. **PRICE:** The Buyer shall pay the Company, as a purchase price for the apparatus, the sum of **Nine Hundred Thousand Dollars and Zero Cents** or **\$ 900,000.00**. 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:**

Two (2) E-ONE Cyclone II Custom Pumpers as described above.

\$ 912,260.00	Specification Price
\$ (12,260.00)	Trade-In Allowance for:
	E-33 2000 E-ONE Cyclone Pumper VIN 4ENRAAA82Y1002756
	E-55 1998 E-ONE Cyclone Pumper VIN 4ENRAAA80X1000020
\$ 900,000.00	Final Purchase Price

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 apparatus 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 Buyer 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 three (3) 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 any changes required by any new NFPA Standards or Requirements, any new EPA Standards or Requirements, and 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 on this day of 2016.

COMPANY	BUYER
----------------	--------------

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

City of Aurora
44 East Downer Place
Aurora, Illinois 60507

BY: _____

BY: _____

NAME: Greg Hansen

NAME: _____

TITLE: Apparatus Sales Representative

TITLE: _____

DATE: _____

DATE: _____

(Second Signature, if required)

BY: _____

NAME: _____

TITLE: _____

DATE: _____