



SALES CONTRACT

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

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 E-ONE\Fire Service, Inc. specifications as one (1) **E-ONE Cyclone Custom Rear Mounted 95’ Platform Apparatus** and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, 3 & 4.

2. **DELIVERY:** The apparatus shall be ready for delivery 34-35 Months, after the receipt of signed (approved by both The Company and The Buyer) pre-construction documents and drawings. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, pandemics, civil wars, riots, delays in the manufacturing due to long lead times on materials, delays in manufacturing due to labor shortages, floods, explosions, hurricanes, 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.: 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. Any change orders will delay production time. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered and are not considered approved until a change order from both parties is signed. 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 will extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all materials, workmanship, and warranties in and about this apparatus shall comply with the hereto attached E-ONE\Fire Service, Inc. Proposal Quote 126016 dated June 22, 2023.

5. **WARRANTY:** The Warranties in and about this apparatus shall comply with the hereto attached E-ONE\Fire Service, Inc. Proposal Quote 126016 dated June 22, 2023.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **\$ 1,701,568.00**. All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed.

7. **TERMS OF PAYMENT:**

a) **Terms of payment:** The above amount is due at the time of completion and delivery of the apparatus.

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 by both the buyer and seller.

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

c) "Late Payment" A late fee of .025% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .050% per day until the payment is received.

d) 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.

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

f) A Fire Service, Inc. Title Information form attached, properly filled out, and submitted with this 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 has been received at the dealership. No add-ons will be completed at the dealership without a customer inspection and payment of vehicle before the agreed upon add-ons are to be started by Fire Service, Inc.

9. **CANCELLATION:** In the event this Agreement is cancelled or terminated by the buyer before completion there will be a cancellation fee charged to the buyer. The following charge schedule based on costs incurred will be applied (a) 10% of the Purchase Price after the order is accepted and entered by Fire Service, Inc. (b) 20% of the purchase price after signed drawings from Pre-Construction, and (c) 30% of the Purchase Price after material requisition. Once the vehicle is in production there will be no cancellation allowed.

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:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s) for a time period of 24 months after this contract is signed by both parties. To accommodate for pricing, the Company would quote the original prices plus manufactures price increases or Producer's Price Index (PPI) as it applies to either Fire Apparatus and/or heavy commercial truck market. After execution of this contract, which ever PPI or the Manufacturer's price increase is greater will be used. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

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.



11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effort to principles of conflict of laws. Buyer and Company irrevocably and unconditionally agrees that any suit, action, or other legal proceeding arising out of or relating to this agreement shall be brought in a court of record of the State of Indiana.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives.

COMPANY	BUYER
Fire Service, Inc. 9545 North Industrial Drive Saint John, Indiana 46373 219-365-7157 Phone 219-365-8572 Fax	City of Aurora 44 East Downer Place Aurora, IL. 60507
BY: <u>Jim Castellano</u>	BY: _____
NAME: <u>Jim Castellano</u>	NAME: <u>Jolene Coulter</u>
TITLE: <u>VP of Sales</u>	TITLE: <u>Director of Purchasing</u>
DATE: <u>06/27/2023</u>	DATE: _____



Title Information Form

Please fill out the proper title information and return with the order submission. Please make sure the information is correct. This title will be processed using the information provided and **cannot** be changed. In the event that the information is incorrect, a new title will have to be ordered. Title form needs to be completed for **each** unit purchased.

FED ID # _____

Tax Exempt # _____

Customer: _____
(Name)

(Address)

(City, State, Zip)

If the unit is being financed and has a lien holder, please fill out the information below.

Lien Holder Name: _____
(Name)

(Address)

(City, State, Zip)

ALL MSO's and title paperwork are sent via UPS and require a signature. UPS cannot deliver to a P.O. Box. Does the title need to go somewhere other than the customer address listed above? If no, please leave blank.

Name _____

Address _____

City/State/Zip _____

Submitted:

Customer Signature: _____ Date: _____

Customer Name and Title (printed): _____

Dealer Signature: _____ Date: _____

Submit this form to the Sales / Contract Administrator with the completed order information package.

FSI Use Only:

SO #: _____

Chassis VIN: _____