



## Equipment Proposal

Proposal # 1510-01

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

**Date:** July 21, 2025 ("Proposal Date")

**Customer:** Bonifay Fire Rescue ("Customer")

**Customer Address:** 809 South Waukesha St, Bonifay, FL 32425

| Qty   | Product Description & Options   | Price               |
|---|---|---------------------|
| 1   | Pierce Stock#42709 Freightliner 2-Door Commercial SideMount Pumper w/1000Water  | \$490,573.00        |
| 1   | Upfitting of Stock Pumper #42709 to Include, but not limited to: Center Console, Scene Light Water Level Lights, Upper Cab Paint, and Etc.... to match Quote# 231052888 |                     |
| 1   | Loose Equipment discussed with leadership as Specified in Quote# 231053101  |                     |
| <b>Total:</b>   |   | <b>\$490,573.00</b> |
| <p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p> |   |                     |

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 2-3 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

**Other:** \_\_\_\_\_

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

*Order continues on immediately following page.*

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS

PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

**Customer: Bonifay Fire Rescue**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**Ten-8 Fire & Safety, LLC**

By: *Timothy Learned*

Title: **Authorized Sales Representative**

Print: **Timothy Learned**

Date: **07/21/25**

EXHIBIT A

**PROPOSAL OPTION LIST**



# Option List

7/21/2025

|                              |   |                         |                  |
|------------------------------|---|-------------------------|------------------|
| <b>Customer:</b>             | Bonifay Fire Rescue                                   | <b>Bid Number:</b>      | 1510             |
| <b>Representative:</b>       | Learned, Timothy                                      | <b>Job Number:</b>      |                  |
| <b>Organization:</b>         | Ten-8 Fire & Safety                                   | <b>Number of Units:</b> | 1                |
| <b>Requirements Manager:</b> |   | <b>Bid Date:</b>        | 05/05/2025       |
| <b>Description:</b>          | 2025 Bonifay FR BXP Pumper, FLR M2-106 2-Door         | <b>Stock Number:</b>    | 42709            |
| <b>Body:</b>                 | Pumper, Aluminum, BXP Program                         | <b>Price Level:</b>     | 51 (Current: 52) |
| <b>Chassis:</b>              | Freightliner M2-106, 4x2 Single Rear Axle, BXP Pumper | <b>Lane:</b>            |                  |

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 1    | 0738152 | SP   | Pumper, Side Control, BXP, 2-Door Cab, Waterous Pump,(SF-1205)                   | 1   |
| 2    | 0010012 |      | No Boiler Plates requested   | 1   |
| 3    | 0018257 |      | Commercial chassis & Snorkel products  | 1   |
| 4    | 0584455 |      | Manufacture Location, Bradenton, Florida   | 1   |
| 5    | 0584453 |      | RFP Location: Bradenton, Florida   | 1   |
| 6    | 0588609 |      | Vehicle Destination, US  | 1   |
| 7    | 0816620 |      | Comply NFPA 1900 Changes Effect Jan 1, 2024, With Exceptions, Commercial Chassis | 1   |
| 8    | 0533347 |      | Pumper/Pumper with Aerial Device Fire Apparatus                                  | 1   |
| 9    | 0588611 |      | Vehicle Certification, Pumper  | 1   |
| 10   | 0568412 |      | Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD                | 1   |
| 11   | 0536644 |      | Customer Service Website   | 1   |
| 12   | 0537375 |      | Unit of Measure, US Gallons  | 1   |
| 13   | 0030006 |      | Bid Bond Not Requested   | 1   |
| 14   | 0816849 |      | Performance Bond, Not Requested  | 1   |
| 15   | 0755376 |      | Reference Drawing - Basic Configuration - Program Truck                          | 1   |
| 16   | 0589819 |      | Electrical Diagrams, Commercial  | 1   |
| 17   | 0738061 | SP   | Freightliner M2-106, 4x2 Single Rear Axle, BXP Pumper                            | 1   |
| 18   | 0828431 | SP   | Model Year 2025 Stock/BMP  | 1   |
| 19   | 0772669 | SP   | Use SF-1201 Chassis Spec (BXP S/C w/2-Dr Cab) Use Also w/SF-1205                 | 1   |
| 20   | 0810332 |      | Base Price, BXP Pumper, 2Dr SC, FLR M2-106, 4x2, Effective 05/05/2023            | 1   |
| 21   | 0812980 |      | Not Required, Commercial Chassis Contingency Adjustment                          | 1   |
| 22   | 0804304 | SP   | Cost For Commercial Chassis Not Required, Pierce Supplied                        | 1   |
| 23   | 0635317 |      | Wheelbase, 181" to 186", FL M2-106, BXP Program Only                             | 1   |
|      |         |      | Wheelbase - 182"   |     |
| 24   | 0584367 |      | GVW Rating, Commercial Chassis   | 1   |
|      |         |      | GVW rating - 36,000#   |     |
| 25   | 0579898 |      | Frame, Chassis, Freightliner, 120 KSI  | 1   |
| 26   | 0584366 |      | Frame Liner not Req'd, Commercial Chassis  | 1   |
| 27   | 0634376 |      | Axle, Front, 12K, Freightliner, BXP Program                                      | 1   |
| 28   | 0773475 |      | Suspension, Front Spring, 12,000 lb, Commercial                                  | 1   |
| 29   | 0073051 |      | Shock Absorbers, Front   | 1   |
| 30   | 0789186 |      | Brakes, Cam Front, 16.50"x 5.00" Commercial                                      | 1   |
| 31   | 0585775 |      | MichelinTires  | 1   |
| 32   | 0772246 |      | Tires, Front, 11R22.50   | 1   |
| 33   | 0627192 |      | Wheel, Polished Aluminum, 22.50" x 8.25" - Freightliner, BXP Product             | 1   |
| 34   | 0635569 |      | Axle, Rear, 24K, Freightliner, BXP Program Only                                  | 1   |
| 35   | 0772020 |      | S-Cam Style 16.50" x 7.00"   | 1   |
| 36   | 0544660 |      | Top Speed of Vehicle, 68 MPH, Commercial Chassis Pumper/Rescue                   | 1   |
| 37   | 0771248 |      | Suspension, Rear Spring, 24,000 lb, Commercial                                   | 1   |
| 38   | 0772237 |      | Tires, Rear, 11R22.50  | 1   |
| 39   | 0625841 |      | Wheel,Polished Alum/Steel Inner, 22.50" x 8.25", Single Axle, Freightliner, BXP  | 1   |
| 40   | 0620570 |      | Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle          | 1   |
|      |         |      | Qty, Tire Pressure Ind - 6   |     |
| 41   | 0801909 |      | Lug Nut, Covers, Chrome  | 1   |
| 42   | 0818775 |      | Chocks, Wheel, Pumper, Provided by Fire Department, NFPA/ULC 2024                | 1   |
| 43   | 0544690 |      | Mounting Brackets, Chocks, Provided by Fire Department                           | 1   |
| 44   | 0773967 |      | ABS, Anti-Lock Braking, w/Electronic Stability Pgm w/ATC, Commercial             | 1   |
| 45   | 0009547 |      | Air Compressor, Brake, 18.7 CFM, Commercial                                      | 1   |
| 46   | 0773985 |      | Air Dryer, Brake, w/Heater, Commercial   | 1   |
| 47   | 0641150 |      | Air Inlet, w/Disconnect Coupling, Commercial Chassis, BX Program                 | 1   |

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 48   | 0770737 |      | Engine, Cummins B6.7, 360 hp, FL M2-106  | 1   |
| 49   | 0755088 |      | Engine Surcharge, Cummins/Freightliner   | 1   |
| 50   | 0001247 |      | High Idle w/Electronic Engine, Commercial  | 1   |
| 51   | 0809318 |      | Auxiliary Brake, Exhaust Brake , VGT Style, With Brake Lights, Freightliner PLUS | 1   |
| 52   | 0779576 |      | Fuel/Water Separator,Detroit,w/Hand Primer,H2O Sensor w/Preheater, M2-106/108SD  | 1   |
| 53   | 0070832 |      | Air Intake, w/Ember Separator, Supplier Installed, FL                            | 1   |
| 54   | 0773636 |      | Exhaust System, Horizontal, RH Step Mounted DPF/SCR, Commercial                  | 1   |
| 55   | 0684987 |      | Exhaust Modifications, Commercial Chassis, Horizontal Exhaust                    | 1   |
| 56   | 0061579 |      | Coolant Hoses, Gates Blue Stripe, FL M2  | 1   |
| 57   | 0773913 |      | Fuel Tank, 50 Gallon, Left Side, Aluminum, Commercial                            | 1   |
| 58   | 0773952 |      | DEF Tank, Left Side Location, Commercial   | 1   |
| 59   | 0723716 |      | Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd                  | 1   |
| 60   | 0552712 |      | Not Required, Shutoff Valve, Fuel Line   | 1   |
| 61   | 0023745 |      | Cooler, Chassis Fuel, Pierce Installed   | 1   |
| 62   | 0773950 |      | Trans, Automatic, Allison 3000 EVS, w/(2) PTO Provsions, Commercial              | 1   |
| 63   | 0809304 |      | Transmission, Shifter, Stalk, 5 Speed, Freightliner PLUS                         | 1   |
| 64   | 0011475 |      | Transmission Oil Cooler, Internal, Commercial                                    | 1   |
| 65   | 0733744 |      | Driveline for PTO/Transfer Case or No Pump Installation - Commercial             | 1   |
| 66   | 0809305 |      | Steering, Power, With Tilt/Telescope Column, Freightliner PLUS                   | 1   |
| 67   | 0581718 |      | Bumper, Non-extended, Chrome Plated Steel, Freightliner M2                       | 1   |
| 68   | 0013220 |      | Tow Hooks, Painted - Commercial Chassis  | 1   |
| 69   | 0072224 |      | Bumper Gap, Commercial   | 1   |
| 70   | 0582760 |      | Cab, 2-door, Flat Roof, Freightliner M2-106/108SD/BX Program                     | 1   |
| 71   | 0809311 |      | Cab Interior, Freightliner PLUS  | 1   |
| 72   | 0809984 |      | Grille, Chromed Plastic, Freightliner M2 PLUS                                    | 1   |
| 73   | 0641391 |      | Mirrors, West Coast, 8" Convex, Heated, Remote, Bright, Less PS Downview, FLR    | 1   |
| 74   | 0027013 |      | Not Required, Peeper Window  | 1   |
| 75   | 0616224 |      | Steps, Cab, as Supplied by Freightliner (Stainless Steel)                        | 1   |
| 76   | 0637490 |      | Lights, Cab Access Steps, LED, 2 Door BX Product                                 | 1   |
| 77   | 0809640 |      | Power Windows & Dr Locks, Electric, Freightliner PLUS                            | 1   |
| 78   | 0070598 |      | Daytime Running Lts, Commercial  | 1   |
| 79   | 0773943 |      | Air Conditioning, Commercial   | 1   |
| 80   | 0005940 |      | Lights, Engine Compt, (2) Commercial Chassis                                     | 1   |
| 81   | 0660140 |      | No Console Required  | 1   |
| 82   | 0726718 |      | DECLINED - Side Roll Protection, Freightliner                                    | 1   |
| 83   | 0624102 |      | Seating Capacity, Cab, 2-Door, Commercial  | 2   |
|      |         |      | Qty, - 02  |     |
| 84   | 0789145 |      | Seats, Cab, Air Driver w/Fixed Passenger, Non-SCBA, Freightliner, BXP, PRIMARY   | 1   |
| 85   | 0073999 |      | No Crew Cab Seats, 2-door cab  | 1   |
| 86   | 0821142 |      | Seat Belt Web Length, NFPA Compliant, Commercial Chassis                         | 1   |
| 87   | 0581771 |      | Seat Belts, Orange, Freightliner   | 1   |
| 88   | 0817557 |      | Helmet Storage, Provided by Fire Department, NFPA/ULC 2024                       | 1   |
| 89   | 0809653 |      | Light, Dome, Freightliner PLUS   | 1   |
| 90   | 0816997 |      | Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024                        | 1   |
| 91   | 0809312 |      | Cab Instrumentation, Freightliner PLUS   | 1   |
| 92   | 0637502 |      | Panel, Emergency Switch, BX/Wet Side Product                                     | 1   |
| 93   | 0641093 |      | Light, Do not move apparatus, Commercial, BX Program                             | 1   |
|      |         |      | Alarm, Do Not Move Truck - No Alarm  |     |
| 94   | 0600094 |      | Messages, Open Dr/DNMT, BX Product   | 1   |
| 95   | 0072620 |      | Wiper control, intermittent feature Commercial                                   | 1   |
| 96   | 0635663 |      | Wiring, Power Receptacles, Two, 12V DC, BX Program Apparatus Only                | 1   |
| 97   | 0637219 |      | NO RADIO, AM/FM  | 1   |
| 98   | 0622928 |      | Not Available, Vehicle Information Center, Multiplex System, Commercial Chassis  | 1   |
| 99   | 0734854 |      | Collision Mitigation, Not Requested  | 1   |
| 100  | 0602046 |      | Vehicle Data Recorder w/Seat Belt Monitor, Commercial, BX Program                | 1   |
| 101  | 0635217 |      | Two-Way Radio Accommodation Package - BX Program Only                            | 1   |
| 102  | 0808101 |      | Camera, Pierce, 7" HD, R, Camera, AHD, BX  | 1   |
|      |         |      | Color - 1) black   |     |
|      |         |      | Location, Camera Monitor - Driver Side Dash                                      |     |
| 103  | 0814831 |      | Not Required, Camera Switcher  | 1   |

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 104  | 0622749 |      | Weldon V-MUX, Electrical System, Freightliner Chassis, BX-Product                | 1   |
| 105  | 0810077 |      | Electrical System, Freightliner PLUS, M2-106, BXP Pumper, 2 Door Cab             | 1   |
| 106  | 0810858 |      | Single Start, (2) Batteries, 2000 CCA Total, Freightliner M2-106/108SD           | 1   |
| 107  | 0583981 |      | Battery Relocation NOT REQUIRED  | 1   |
| 108  | 0897772 |      | Battery Location as Provided by Chassis Manufacturer                             | 1   |
| 109  | 0809314 |      | Selector, Single Start Battery, Freightliner PLUS                                | 1   |
| 110  | 0640616 |      | Charger, Sngl Sys, IOTA, DLS-45, 45 amp, BX                                      | 1   |
| 111  | 0816548 |      | Location, Body, Charger, Front Side Compartment, LS, BX                          | 1   |
| 112  | 0640664 |      | Shoreline, 20A 120V, Kussmaul Auto Eject, for Battery Charger, BX                | 1   |
|      |         |      | Color, Kussmaul Cover - d) yellow  |     |
|      |         |      | Qty, Shoreline - 1   |     |
| 113  | 0640663 |      | Shoreline Location, BX   | 1   |
|      |         |      | Location, Shoreline(s) - DS Pump Panel   |     |
| 114  | 0595797 |      | Alternator, 275 amp, Delco Remy 40SI   | 1   |
| 115  | 0634181 |      | Load Manager, Inc w/MUX Electrical System , BX Program                           | 1   |
| 116  | 0635586 |      | Cab Lighting, LED Marker Lights, Freightliner, BXP Program Only                  | 1   |
| 117  | 0750542 |      | Light, Directional/Marker, Intermediate, Truck-Lite 60421Y LED 2lts              | 1   |
| 118  | 0511569 |      | Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts                                  | 1   |
|      |         |      | Light Guard - Without Guard  |     |
| 119  | 0645207 |      | Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster, BXP Pumper | 1   |
| 120  | 0085910 |      | Lights, Backup Included in Signal Cluster  | 1   |
| 121  | 0889577 |      | Bracket, License Plate & Light, P25 LED, Stainless Brkt                          | 1   |
|      |         |      | Color, Trim - Chrome Housing   |     |
| 122  | 0589905 |      | Alarm, Back-up Warning, PRECO 1040   | 1   |
| 123  | 0687610 |      | Lights, Perimeter Cab, Truck-Lite 6060C LED 2Dr, Grommet Mt                      | 1   |
| 124  | 0617866 |      | Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts                          | 1   |
| 125  | 0683575 |      | Lights, Perimeter Body, Truck-Lite 6060C LED 2ts, Rear Step                      | 1   |
|      |         |      | Control, Perimeter Lts - Parking Brake Applied                                   |     |
| 126  | 0637492 |      | Lights, Step, LED, BX Products, Prk Brk  | 1   |
| 127  | 0793686 |      | Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount, Pumper, 1st, BXP     | 1   |
|      |         |      | Qty, - 01  |     |
|      |         |      | Locations, PMFD - LS (1) Forward, High, Side of Tank                             |     |
|      |         |      | Switch, Lt Control 1 DC,1 - a) DS Switch Panel                                   |     |
|      |         |      | Switch, Lt Control 2 DC,2 - DS Pump Panel  |     |
|      |         |      | Color, Wln Lt Housing - Chrome Flange  |     |
| 128  | 0793685 |      | Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount, Pumper, 2nd, BXP     | 1   |
|      |         |      | Qty, - 01  |     |
|      |         |      | Locations, PMFD - RS (1) Forward, High, Side of Tank                             |     |
|      |         |      | Switch, Lt Control 1 DC,1 - a) DS Switch Panel                                   |     |
|      |         |      | Switch, Lt Control 2 DC,2 - DS Pump Panel  |     |
|      |         |      | Color, Wln Lt Housing - Chrome Flange  |     |
| 129  | 0532358 |      | Not Required, Deck Lights, Other Hose Bed & Rear Lighting                        | 1   |
| 130  | 0645670 |      | Lights, Not Required, Hose Bed, Alt. Deck Light At Front Of Hose Bed             | 1   |
| 131  | 0894178 |      | Lights, Rear Work/Scene, Wln, PEL*C LED, 45 Deg Flange, BXP                      | 1   |
|      |         |      | Control, Rear Scene Lts - Cab Switch Panel DS                                    |     |
|      |         |      | Location, Scene Lights - Each Side Rear Body, Mid, 2lts                          |     |
| 132  | 0709438 |      | Lights, Walk Surf, FRP Flood, LED  | 1   |
| 133  | 0804216 |      | Pumper, Aluminum, BXP Program  | 1   |
| 134  | 0645203 |      | Tank, Water, 1000 Gallon, Poly, BXP Pumper                                       | 1   |
| 135  | 0003405 |      | Overflow, 4.00" Water Tank, Poly   | 1   |
| 136  | 0641854 |      | Foam Cell Provisions, BX Product   | 1   |
| 137  | 0553729 |      | Not Required, Restraint, Water Tank, Heavy Duty                                  | 1   |
| 138  | 0003429 |      | Not Required, Direct Tank Fill   | 1   |
| 139  | 0003424 |      | Not Required, Dump Valve   | 1   |
| 140  | 0048710 |      | Not Required, Jet Assist   | 1   |
| 141  | 0030007 |      | Not Required, Dump Valve Chute   | 1   |
| 142  | 0514778 |      | Not Required, Switch, Tank Dump Master   | 1   |
| 143  | 0641794 |      | Hose Bed, Aluminum, Full Width, BXP Pumper                                       | 1   |
| 144  | 0637476 |      | Lighting, Hose Bed, LED, BXP Pumper  | 1   |
|      |         |      | Switch, Scene Lt Cntrl - h)switch at rear  |     |
| 145  | 0003480 |      | Hose Bed Capacity, Std, 1500' of 2.5", 400' of 1.5"                              | 1   |

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 146  | 0610668 |      | Divider, Hose Bed, .25" Unpainted, BXP Program   | 1   |
|      |         |      | Qty, Hose Bed Dividers - 1   |     |
| 147  | 0823534 |      | Straps, Top of Hose Bed, BX/Wet Side   | 1   |
| 148  | 0823535 |      | Hose Restraint, Hose Bed, Web, Rear, Separate From Top, BX/Wet Side, Wrapped   | 1   |
|      |         |      | Fastener, Rear Restraint, Top - 2" Cam Buckle  |     |
|      |         |      | Fastener, Rear Restraint, Bottom - 2" Cam Buckle   |     |
| 149  | 0013512 |      | Running Boards, 12.75" Deep  | 1   |
| 150  | 0689613 |      | Tailboard, 12" Deep, Full Width  | 1   |
| 151  | 0690027 |      | Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall   | 1   |
| 152  | 0003531 |      | Tow Bar, Under Tailboard   | 1   |
| 153  | 0642004 |      | Construction, Compt, Alum, BXP Pumper  | 1   |
| 154  | 0645196 |      | LS 152" Rollup, Full Height Compts, FDLER, BXP   | 1   |
| 155  | 0645195 |      | RS 152" Rollup, Full Height Compts, Ladder Storage, BXP  | 1   |
| 156  | 0797126 |      | Doors, Rollup, Gortite, Side Compartments, BXP Pumper  | 6   |
|      |         |      | Qty, Door Accessory - 06   |     |
|      |         |      | Color, Roll-up Door, Gortite - Satin finish  |     |
|      |         |      | Latch, Roll-up Door, Gortite - Non-Locking Liftbar   |     |
| 157  | 0645194 |      | Compt, Rear, Rollup, BXP Pumper  | 1   |
| 158  | 0794332 |      | Door, Gortite, Rollup, Rear Compt, BXP Pumper  | 1   |
|      |         |      | Color, Roll-up Door, Gortite - Satin finish  |     |
|      |         |      | Latch, Roll-up Door, Gortite - Non-Locking Liftbar   |     |
| 159  | 0783231 |      | Lights, Compt, Pierce LED, Single Light Strip, NFPA Minimum, BXP Pumper  | 7   |
|      |         |      | Qty, - 07  |     |
| 160  | 0628097 |      | Shelf Tracks, Unpainted, BXP   | 7   |
|      |         |      | Qty, Shelf Track - 07  |     |
|      |         |      | Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1  |     |
| 161  | 0632473 |      | Shelves, Adjustable, 215 lb Cap, Full width/Full Depth, 3/16", Painted, BXP  | 7   |
|      |         |      | Qty, Shelf - 07  |     |
|      |         |      | Location, Shelves/Trays, Predefined - RS2-Centered, RS3-Upper Third, RS1-Upper Third, LS2-Centered, B1-Centered, LS3-Upper Third and LS1-Upper Third |     |
| 162  | 0004016 |      | Rub Rail, Aluminum Extruded, Side of Body  | 1   |
| 163  | 0004024 |      | Fender Crowns, Rear, S/S   | 1   |
| 164  | 0519849 |      | Not Required, Hose, Hard Suction   | 1   |
| 165  | 0626229 |      | Handrails, Side Pump Panels, Per Print   | 1   |
| 166  | 0641742 |      | Handrails, Rear of Body, BXP Pumper  | 1   |
| 167  | 0000941 |      | No Rear Hose Bed Handrail Required   | 1   |
| 168  | 0018215 |      | Compt, Air Bottle, Fender Panel, PVC Tube, Set of 4, Cast Products Door  | 1   |
| 169  | 0004225 |      | Ladder, 24' Duo-Safety 900A 2-Section  | 1   |
| 170  | 0004230 |      | Ladder, 14' Duo-Safety 775A Roof   | 1   |
| 171  | 0641691 |      | Rack, Ladders, in RS Full Depth Body, RPH, Treadplate Door, D-Ring, BXP Pumper   | 1   |
| 172  | 0641684 |      | Ladder, 10' Duo-Safety Folding 585A, w/Mtg, BX Pumper  | 1   |
|      |         |      | Location, Folding Ladder - Ladder Compartment  |     |
| 173  | 0547754 |      | Not Required, Pike, Pole, 8'   | 1   |
| 174  | 0820492 |      | Not Required, 6' Pike Pole, Fire Department Omits, NFPA/ULC 2024   | 1   |
| 175  | 0641080 |      | Tubes, Pike Pole Storage, In Ladder Storage Compt, BXP Pumper  | 2   |
|      |         |      | Qty, Pike Pole Tubes - 02  |     |
|      |         |      | Location, Pike Pole - Ladder Storage Compt   |     |
| 176  | 0809208 |      | No Steps Required, Front Of Body/Cargo Area, NFPA Required Access Step, LS, BXP  | 1   |
| 177  | 0631652 |      | Ladder, Hose Bed Access, Aluminum, LH Rear, BXP Pumper   | 1   |
| 178  | 0645305 |      | Pump House, Side Control, 34", w/Speedlays, BXP Pumper   | 1   |
| 179  | 0037731 |      | Pump House Structure, Raised, Included with Ladder Storage   | 1   |
| 180  | 0743762 |      | Pump, Waterous, CXPA, 1250 GPM, Single Stage, PTO - BX Products  | 1   |
| 181  | 0084489 |      | Seal, Mechanical, Waterous, PTO  | 1   |
| 182  | 0690873 |      | Trans, Pump, Waterous, "PA" Series, Heavy Duty PTO   | 1   |
| 183  | 0615966 |      | Pumping Mode, BXP Pumps  | 1   |
|      |         |      | Pumping Mode - Stationary  |     |
| 184  | 0535276 |      | Pump Shift, PTO Pump   | 1   |
| 185  | 0581602 |      | Transmission Lock-up, Not Req'd, PTO Pump  | 1   |
| 186  | 0004547 |      | Auxiliary Cooling System   | 1   |
| 187  | 0014486 |      | Not Required, Transfer Valve, Single Stage Pump  | 1   |
| 188  | 0637712 |      | Valve, Relief Intake, BX Program   | 1   |

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 189  | 0827660 |      | Controller, Pressure, FRC, Pump Boss Max, PBA500, BX                             | 1   |
|      |         |      | Pressure Governor Default Mode - Pressure Setting                                |     |
|      |         |      | Pressure Governor Std/Metric - Standard psi readouts                             |     |
|      |         |      | Pressure Governor Transducer - Single 600 PSI                                    |     |
|      |         |      | Pressure Governor Alarm - NOT BE an additional alarm provided                    |     |
| 190  | 0072153 |      | Primer, Trident, Air Prime, Air Operated   | 1   |
| 191  | 0780364 |      | Manuals, Pump, (2) Total, Electronic Copies                                      | 1   |
| 192  | 0602487 |      | Plumbing, Stainless Steel and Hose, Single Stage Pump, PMFD                      | 1   |
| 193  | 0795135 |      | Plumbing, Stainless Steel, w/Foam System   | 1   |
| 194  | 0634479 |      | Inlets, 6.00" - 1000 GPM or Larger Pump, BXT/BXP, Pumper or Tanker               | 1   |
| 195  | 0004646 |      | Cap, Main Pump Inlet, Long Handle, NST, VLH                                      | 1   |
| 196  | 0084610 |      | Valves, Akron 8000 series- All   | 1   |
| 197  | 0016158 |      | Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"                             | 1   |
|      |         |      | Qty, Inlets - 1  |     |
| 198  | 0004700 |      | Control, Inlet, at Valve   | 1   |
| 199  | 0807341 |      | Inlet (1), Left Side, 2.50", BXP   | 1   |
| 200  | 0029147 |      | Not Required, Inlet, Right Side  | 1   |
| 201  | 0092569 |      | No Rear Inlet (Large Dia) Requested  | 1   |
| 202  | 0064116 |      | No Rear Inlet Actuation Required   | 1   |
| 203  | 0092696 |      | Not Required, Cap, Rear Inlet  | 1   |
| 204  | 0009648 |      | No Rear Intake Relief Valve Required on Rear Inlet                               | 1   |
| 205  | 0092568 |      | No Rear Auxiliary Inlet Requested  | 1   |
| 206  | 0723049 |      | Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle                           | 1   |
| 207  | 0807343 |      | Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PTO Pump, BXP/BXT                 | 1   |
| 208  | 0807342 |      | Outlet, Tank Fill, 1.50", BXP  | 1   |
| 209  | 0062133 |      | Control, Outlets, Manual, Pierce HW if applicable                                | 1   |
| 210  | 0641834 |      | Outlet, Left Side, 2.50", BXP Pumper   | 2   |
|      |         |      | Qty, Discharges - 02   |     |
| 211  | 0005091 |      | Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH                | 1   |
| 212  | 0092570 |      | Not Required, Outlets, Left Side Additional                                      | 1   |
| 213  | 0035094 |      | Not Required, Elbow, Left Side Outlets, Additional                               | 1   |
| 214  | 0641830 |      | Outlet, Right Side, 2.50", BX Program  | 1   |
|      |         |      | Qty, Discharges - 01   |     |
| 215  | 0025091 |      | Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH               | 1   |
| 216  | 0639438 |      | Outlet, Right Side, 3.00" w/3.00" Plumbing (added), BXP                          | 1   |
|      |         |      | Qty, Discharges - 01   |     |
| 217  | 0628062 |      | Elbow, Right Side Outlet, 45 Deg, 3.00" FNSTx2.50" MNST, VLH, Adtnl, BXP         | 1   |
|      |         |      | Qty, Discharges - 01   |     |
| 218  | 0737129 |      | Not Required, Outlet, Large Diameter, BX Pumper                                  | 1   |
| 219  | 0007308 |      | Not Required, Elbow, Large Diameter Outlet                                       | 1   |
| 220  | 0092572 |      | Not Required, Outlet, Front  | 1   |
| 221  | 0092575 |      | Not Required, Outlet, Rear   | 1   |
| 222  | 0045099 |      | Not Required, Elbow, Rear Outlets  | 1   |
| 223  | 0092574 |      | Not Required, Outlet, Rear, Additional   | 1   |
| 224  | 0085695 |      | Not Required, Elbow, Rear Outlets, Large, Additional                             | 1   |
| 225  | 0615133 |      | Outlet, Front HB, 2.50" w/2.50" Plumbing, BXP                                    | 1   |
|      |         |      | Qty, Discharges - 01   |     |
|      |         |      | Location, Outlet - a) right side   |     |
| 226  | 0752097 |      | Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain                           | 1   |
| 227  | 0723042 |      | Valve, 0.75" Bleeder, Discharges, "T" Swing Handle                               | 1   |
| 228  | 0627533 |      | Outlet, 3.00" Deluge Riser w/2.50" Valve, BX                                     | 1   |
| 229  | 0805637 |      | No Monitor Requested, Customer or Dealer Furnished & Installed, BXP/BXT Programs | 1   |
|      |         |      | Fill in Blank - non-requested  |     |
| 230  | 0029304 |      | No Nozzle Req'd  | 1   |
| 231  | 0892340 |      | Deluge Mount, NPT, BXP/BXT, PMFD   | 1   |
| 232  | 0025140 |      | Not Required, 1.50" Crosslays  | 1   |
| 233  | 0029196 |      | Not Required, 2.50" Crosslay   | 1   |
| 234  | 0500535 |      | Not Required, Hose Restraint, Crosslay   | 1   |
| 235  | 0645290 |      | Speed, (2) 1.5" W/ Tray, Top Mt/Side Cntrl, BXP Pumper                           | 1   |
| 236  | 0813200 |      | Hose Restr, Spdly, 1" Heavy Nylon Web, Fasteners, Each Side, BXP Pumper          | 1   |
|      |         |      | Restraint Location - Bottom (towards the ground)                                 |     |



| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 236  |         |      | Fastener, Hose Restraint - Quarter-Turn  |     |
| 237  | 0641849 |      | Plumbing Setup for Foam System (Single Agent), BX Program                        | 1   |
| 238  | 0012126 |      | Not Required, CAF Compressor   | 1   |
| 239  | 0552517 |      | Not Required, Refill, Foam Tank  | 1   |
| 240  | 0042573 |      | Not Required, Foam System Demonstration  | 1   |
| 241  | 0641852 |      | Provisions for Foam Cell, (30 Gallon) - BX Program                               | 1   |
| 242  | 0091110 |      | Not Required, Foam Tank Drain  | 1   |
| 243  | 0091079 |      | Not Required, Foam Tank #2   | 1   |
| 244  | 0091112 |      | Not Required, Foam Tank #2 Drain   | 1   |
| 245  | 0738072 |      | Approval Dwg, Pump Panel(s), Not Required  | 1   |
| 246  | 0035570 |      | Pump Panel Configuration, No Match Required                                      | 1   |
| 247  | 0629252 |      | Material, Pump Panels, Side Control Black Vinyl                                  | 1   |
|      |         |      | Material Finish, Pump Panel, Side Control - Black Vinyl                          |     |
|      |         |      | Material, Pump Panel, Side Control - Aluminum                                    |     |
| 248  | 0892828 |      | Panel, Pump Access - Right Side Only, Side Control, BX                           | 1   |
|      |         |      | Latch, Pump Panel Access, Side Mount - Swell Latch, Black                        |     |
| 249  | 0005945 |      | Light, Pump Compt  | 1   |
| 250  | 0509305 |      | Gauges, Engine - Pump Panel, Included with FRC Governor Control, PMFD            | 1   |
| 251  | 0005601 |      | Throttle, Engine, Incl'd w/Press Controller                                      | 1   |
| 252  | 0739224 |      | Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green | 1   |
| 253  | 0549333 |      | Indicators, Engine, Included with Pressure Controller                            | 1   |
| 254  | 0745568 |      | Indicator Light, Pump Panel, Ok To Pump, Green                                   | 1   |
| 255  | 0511078 |      | Gauges, 4.00" Master, Class 1, 30"-0-600psi                                      | 1   |
| 256  | 0511100 |      | Gauge, 2.00" Pressure, Class 1, 30"-0-400psi                                     | 1   |
| 257  | 0062586 |      | Gauge, Water Level, Class 1, Pierce Std  | 1   |
| 258  | 0641761 |      | Provision for Foam Level Gauge, BX Program                                       | 1   |
| 259  | 0593161 |      | Light Shield, S/S LED  | 1   |
| 260  | 0525667 |      | Siren, Wln 295SLSA1, 100 or 200 Watt   | 1   |
| 261  | 0637494 |      | Location, Electronic Siren, BX Product   | 1   |
| 262  | 0759901 |      | Control, Elec Siren, Horn Ring, PS Foot Sw, BX                                   | 1   |
| 263  | 0763386 |      | Speaker, (1) Wln, SA315P, 100 watt, BX Program                                   | 1   |
|      |         |      | Qty, Speakers - 1  |     |
|      |         |      | Connection, Speaker - siren head   |     |
| 264  | 0779469 |      | Location, Speaker, Non-Extended Front Bumper, Recessed, Center, BX Program       | 1   |
| 265  | 0746353 |      | Not Required, Warning Lights Intensity   | 1   |
| 266  | 0606714 |      | Lightbar, Wln, Freedom IV-Q, 60", RR_R_W__W_R_RR                                 | 1   |
|      |         |      | Filter, Whl Freedom Ltbrs - No Filters   |     |
| 267  | 0720730 |      | Lights, Front Zone, Wln M6** LED, Lens Choice, Commercial, BX                    | 1   |
|      |         |      | Flange Kit - w)with flange   |     |
|      |         |      | Color, Lens, LED's - Clear   |     |
|      |         |      | Color, Lt DS Front - Red   |     |
|      |         |      | Color, Lt PS Front - Red   |     |
| 268  | 0899479 |      | Lights, Side Zone Lower, Wln M2* Frnt & M6* Rear LED,Lens Choice,2pr,BX          | 1   |
|      |         |      | Location, Lights Front Side - a)each side engine hood                            |     |
|      |         |      | Flange Kit - w)with flange   |     |
|      |         |      | Location, Lights Rear Side - Rear Fender Panel                                   |     |
|      |         |      | Color, Lens, LEDs - Clear  |     |
|      |         |      | Color, Lt Side Front, DS - Red   |     |
|      |         |      | Color, Lt Side Front, PS - Red   |     |
|      |         |      | Color, Lt Side Rear PS - Red   |     |
|      |         |      | Color, Lt Side Rear DS - Red   |     |
| 269  | 0894184 |      | Lights, Rear Zn Lwr, Wln M6*, BXP  | 1   |
|      |         |      | Color, Lens, LED's - Clear   |     |
|      |         |      | Color, Lt DS Rear - Left Red   |     |
|      |         |      | Color, Lt PS Rear - Right Red  |     |
| 270  | 0720722 |      | Lights, Rear/Side Up Zone, Wln M6* LED, Lens Choice, 4lts, BX/Wet Side           | 1   |
|      |         |      | Flange Kit - w)with flange   |     |
|      |         |      | Color, Lens, LED's - Clear   |     |
|      |         |      | Color, Lt, Side Rear Upper DS - Side Rear Upper Red                              |     |
|      |         |      | Color, Lt, Side Rear Upper PS - Side Rear Upper Red                              |     |
|      |         |      | Color, Lt, Rear Upper DS - r) DS Rear Upper Red                                  |     |
|      |         |      | Color, Lt, Rear Upper PS - r) PS Upper Rear Red                                  |     |
| 271  | 0006551 |      | Not Required, Lights, Rear Upper Zone Blocking                                   | 1   |

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 272  | 0537807 |      | Mtg, Rear Warn Lts, Side Sheets & On Rear Bulkheads                            | 1   |
| 273  | 0519934 |      | Not Required, Brand, Hydraulic Tool System                                     | 1   |
| 274  | 0007150 |      | Bag of Nuts and Bolts  | 1   |
|      |         |      | Qty, Bag Nuts and Bolts - 1  |     |
| 275  | 0816508 |      | NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept    | 1   |
| 276  | 0519913 |      | Not Required, Soft Suction Hose  | 1   |
| 277  | 0027023 |      | No Strainer Required   | 1   |
| 278  | 0816939 |      | Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department             | 1   |
| 279  | 0816937 |      | Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept | 1   |
| 280  | 0816998 |      | Axe, Flathead, Provided by Fire Department                                     | 1   |
| 281  | 0817000 |      | Axe, Pickhead, Provided by Fire Department                                     | 1   |
| 282  | 0607712 |      | Paint Process / Environmental Requirements, PMFD                               | 1   |
| 283  | 0583882 |      | Paint, 90 Red, Commercial Grade Chassis Finish, PMFD Commercial Chassis        | 1   |
|      |         |      | Paint Color, Commercial, Std - #90 Candy Apple Red                             |     |
| 284  | 0586561 |      | Chassis Cab Paint, #90 Red, by Chassis Manufacturer, Standard                  | 1   |
|      |         |      | Paint Color, Commercial, Std - #90 Candy Apple Red                             |     |
| 285  | 0583915 |      | No Two-Tone Paint Req'd  | 1   |
| 286  | 0582663 |      | Paint, Chassis Frame Assy, Black, by Commerical Chassis Manufacturer           | 1   |
| 287  | 0651185 |      | Paint, Wheels, NOT REQUIRED - ALUMINUM WHEELS, Commercial                      | 1   |
| 288  | 0651164 |      | Wheels, Accent Stripe NOT REQUIRED   | 1   |
| 289  | 0007230 |      | Compartment, Painted, Spatter Gray   | 1   |
| 290  | 0544111 |      | Reflective Band, 10"   | 1   |
|      |         |      | Color, Reflect Band - A - a) white   |     |
| 291  | 0007357 |      | Reflective on Front Bumper   | 1   |
| 292  | 0633298 |      | Stripe, Chevron, Rear, Reflexite, Pumper, BX Product                           | 1   |
|      |         |      | Color, Reflexite Band - B - L2 Fluorescent Lime                                |     |
| 293  | 0065780 |      | Stripe, Reflective, Cab Drs Interior, Commercial Cabs, 2dr                     | 1   |
|      |         |      | Color, Reflective - a) white   |     |
| 294  | 0027286 |      | Not Required, Lettering Specs  | 1   |
| 295  | 0007472 |      | [Lettering not Requested]  | 1   |
| 296  | 0634098 |      | Pricing Adjustment - Body - NOT REQUIRED - BX                                  | 1   |
| 297  | 0634097 |      | Pricing Adjustment - Chassis - NOT REQUIRED - BX                               | 1   |
| 298  | 0766245 |      | Manual, Fire Apparatus Parts, USB, Body Parts Only, Commercial Product         | 1   |
| 299  | 0766243 |      | Manual on USB Flash Drive, Service, Commercial                                 | 1   |
| 300  | 0002902 |      | Manual, Commercial Chassis Operation   | 1   |
| 301  | 0080008 |      | Warranty, Basic, 1 Year, Apparatus, Commercial Chassis, WA0008                 | 1   |
| 302  | 0638262 |      | Warranty, Basic Vehicle, 5 yrs/100,000 Miles, BX Product                       | 1   |
| 303  | 0595282 |      | Warranty, Cab Paint, As Provided By Chassis Manufacturer, Commercial           | 1   |
| 304  | 0695416 |      | Warranty, Pierce Camera System, WA0188   | 1   |
| 305  | 0647720 |      | Warranty, Pierce LED Strip Lights, WA0203                                      | 1   |
| 306  | 0021516 |      | Warranty, 5-Year EVS Transmission, Standard Comm, WA0187                       | 1   |
| 307  | 0688798 |      | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195                         | 1   |
| 308  | 0596025 |      | Warranty, Structure, 10 Year, Body, WA0009                                     | 1   |
| 309  | 0693127 |      | Warranty, Gortite, Roll-up Door, 6 Year, WA0190                                | 1   |
| 310  | 0734463 |      | Warranty, Pump, Waterous, 7 Year Parts, WA0382                                 | 1   |
| 311  | 0648675 |      | Warranty, 10 Year S/S Pumbing, WA0035  | 1   |
| 312  | 0641372 |      | Warranty, Foam System, Not Available   | 1   |
| 313  | 0595820 |      | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057                               | 1   |
| 314  | 0593921 |      | Not Required, Warranty, No Lettering   | 1   |
| 315  | 0819254 |      | Certification, Vehicle Stability, CD0196                                       | 1   |
| 316  | 0544897 |      | Certification, Cab Integrity, Freightliner, CD0022                             | 1   |
| 317  | 0823238 |      | Certification, Stepping, Standing & Walking Areas, Slip Resistance, CD0197     | 1   |
| 318  | 0545073 |      | Amp Draw Report, NFPA Current Edition  | 1   |
| 319  | 0002758 |      | Amp Draw, NFPA/ULC Radio Allowance   | 1   |
| 320  | 0000017 |      | FLORIDA DIVISION BODY  | 1   |
| 321  | 0000015 |      | FLORIDA DIVISION COMMERCIAL CHASSIS  | 1   |
| 322  | 0004713 |      | ENGINE, OTHER  | 1   |
| 323  | 0046395 |      | EVS 3000 Series TRANSMISSION   | 1   |
| 324  | 0020011 |      | WATEROUS PUMP  | 1   |
| 325  | 0020009 |      | POLY TANK  | 1   |
| 326  | 0028047 |      | NO FOAM SYSTEM   | 1   |

| Line | Option  | Type | Option Description      | Qty |
|------|---------|------|-------------------------|-----|
| 327  | 0020006 |      | SIDE CONTROL            | 1   |
| 328  | 0020007 |      | AKRON VALVES            | 1   |
| 329  | 0020909 |      | ABS SYSTEMS, Commercial | 1   |
| 330  | 0658751 |      | PUMPER BASE             | 1   |

EXHIBIT B

**WARRANTY**

EXHIBIT C

**PURCHASING TERMS AND CONDITIONS**

## **PURCHASING TERMS AND CONDITIONS**

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

### **1. Definitions.**

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

### **2. Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

### **3. Term of Agreement.** This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

### **4. Purchase and Payment.** Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

### **5. Representations and Warranties.** Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

### **6. Cancellation/Termination.** In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
  - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.