



PROPOSAL

TO THE:

Walton County Fire Department (Sourcewell ID#66579)
1000 Heritage Parkway
Monroe, GA 30655

DATE: August 29, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal via the Sourcewell Co-Op Contact #113021-SUT:

**One (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Platform (SPH100) Stock Unit
#636 Complete and Delivered for the Total Sum of \$ 2,131,822.99**

** Price Based 100% Pre-Payment by Leasing Company**

Proposal Price of \$2,149,882.00 Based on Payment @ End of Production

** Proposal Price includes a \$92,000 Credit for Trade-in of HS-3520**

The stock SPH100 apparatus and equipment being purchased hereunder shall be completed by January 2026. This is an openly advertised stock unit available to any agency. This proposal is valid as long as the Stock Unit is available.

This Proposal shall be valid for thirty (30) days OR unit sells. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Gerald "Jerry" Harley

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Authorized Representative for Sutphen Corporation
336-613-8202

TERMS & CONDITIONS

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement; however, acceptance of such termination shall be at Sutphen's sole and absolute discretion. If the termination request is approved, a cancellation fee equal to 5% of the original contract purchase price will be applied.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Payment must be processed within 48 hours after the truck has been received by the dealer for pre-delivery inspection. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Transfer of the Manufacturer's Certificate of Origin (MCO) shall take place during pre-delivery inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.