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CUSTOMIZING QUALITY SOLUTIONS AND RELIABLE SERVICE FOR YOUR FIRE AND SAFETY NEEDS

## PURCHASE AGREEMENT FOR FIRE APPARATUS

This Agreement is hereby entered into by and between Cascade Fire Equipment, Inc., located 123 South Front Street, Yakima, WA. 98901 ("Company") and Jefferson County Fire & EMS ("Buyer") (hereinafter the "Parties")

1. APPARATUS. The Company agrees to sell, and the Buyer agrees to purchase one (1) E-One eMAX pumper (collectively hereinafter referred to as "Apparatus") described in the Company's quoted proposal per the Buyer's Specifications, which are attached hereto and hereby incorporated herein, all in accordance with the terms and conditions of this Agreement.

Final inspection at the E-One factory in Ocala, FL will be approximately 720 calendar days from completed and executed Purchase Agreement. Completion of the pre-construction conference shall be conducted at E-One Factory, Ocala, FL within 45 days from execution of contract.

The Seller shall not be charged with liquidated damages or any excess cost if any delay of the delivery of goods is due to:

- Any preference, priority of allocation order duly issued by any governmental agency
- Unforeseeable causes beyond the reasonable control of Seller and without the fault, or negligence of the Seller, including but not restricted to, acts of God, or of the public enemy, acts of the Buyer, acts of another Contractor in the performance of a contract with the Buyer, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and natural disasters
- Any delays of subcontractors occasioned by any of the causes specified in the two immediately preceding clauses.
- Product shortages, tariffs or product interruptions due to trade disagreements or supply chain disruptions.

Provided that the Seller shall, within seven days from the beginning of such delay, notify the Buyer, in writing, of the causes of the delay whereupon the Buyer shall ascertain the facts and extent of the delay and notify the Seller within a reasonable time of its decision in the matter.

2. PURCHASE PRICE. Buyer agrees to pay a Purchase Price of **Seven Hundred Ninety-Three Thousand, One-Hundred Eighty-Three dollars and No/100's** (\$793,183.00) for one completed eMAX pumper in accordance with the Buyer's Specifications. **Pricing valid until October 2, 2022.**

OPTIONAL PRICING DISCOUNTS. Prepayment options are available upon request.

- Due to instability in OEM pricing, it is possible that the OEM Chassis builder may levy surcharges, fees or price increases in the future that would increase the price quoted above. Any increases in Chassis cost will be documented to the Buyer and any price increases will be invoiced appropriately and paid promptly by Buyer. All increases shall be borne by Buyer.
- This timeline for Chassis and production costs is a good faith estimate by Seller utilizing that information available to Seller at this time. Any delays in Chassis ordering and chassis delivery shall not be the responsibility of Seller nor shall Seller be liable for any damages Buyer may suffer due to such delays to the extent said delays are beyond the reasonable control of Seller whether said damages be direct or consequential.



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- In the event of delay or price changes for material occurring during the performance of the contract through no fault of the Seller, the contract sum, time of performance and contract requirements shall be equitably adjusted by change order provided by Seller to reflect said changes. Any changes in contract sums or timing of performance due to issues beyond the reasonable control of Seller shall not be deemed a material breach of this contract and Buyer shall continue to be bound by its obligations to purchase in accordance with the adjustments to the pricing and timing of performance.
3. If the Buyer claims an exemption from any tax assessed in this transaction, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it. This pricing is exclusive of any taxes which may apply.
  4. **WARRANTIES:**
    - (a) New Item(s) of Apparatus: The Company warrants each new item of Apparatus manufactured by it against defects in material and workmanship occurring within a period of one (1) year from the date of delivery to the original user/purchaser. The warranty provided herein is more particularly described in the Company's preprinted Statement of Warranty which is attached to this Agreement. In the event of any conflict between the Statement of Warranty and this Agreement, the Statement of Warranty shall govern.
    - (b) By Buyer's signature below, Buyer hereby acknowledges receipt of the Company's preprinted Statement of Warranty.
    - (c) Item(s) of Apparatus not Manufactured by Company: With respect to any items of Apparatus which are not manufactured by the Company, such items are not warranted by the Company and Company hereby disclaims any and all warranties with respect to such item(s), express or implied, including warranties of merchantability and fitness for a particular purpose that may be attributed to Company under this Agreement or by law. However, such item(s) shall be subject to any warranty provided by the manufacturer of such item(s).
  5. **NOTICE.** The parties to this Agreement designate the individuals executing this Agreement as the respective representative of the parties to this Agreement, for purposes of receiving communications regarding this Agreement.
  6. **ENTIRE AGREEMENT.** This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the Parties hereto.
  7. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the Parties hereto.



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- 8. GOVERNING LAW. This Agreement shall be governed by, and the rights and duties of the parties shall be construed and determined in accordance with, the laws of the State of Washington. In the event of litigation or arbitration, the parties hereby stipulate that the Superior Court of Yakima County, State of Washington, is the proper venue for such dispute to be resolved.
- 9. HEADINGS. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- 10. AUTHORIZATION. The individual executing this Agreement on behalf of Buyer does hereby affirmatively represent that he/she has full and express authority to execute said Agreement on Buyer's behalf and to bind the Buyer to the same.
- 11. MISCELLANEOUS. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned to a third party, unless consented to in writing by the non-assignor. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 12. HOLD HARMLESS/INDEMNIFICATION. Each Party shall indemnify, defend and hold the other Party, its affiliates, subsidiaries, directors, officers, employees, and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees and costs), arising out of their performance of this Agreement. Neither Party shall be deemed to be an agent of the other party, for purposes of this
- 13. NOTICES. All communications relating to this Agreement shall be addressed to the following persons below:

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

Company: Cascade Fire Equipment, Inc.

Buyer: Jefferson County Fire & EMS

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

By: Jeffrey Blake

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

Print Name: Jeffrey Blake

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

Title: Fire Chief

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

Date: 9/20/22

