

Purchase Agreement

This purchase agreement (together with all documents incorporated by reference) is entered into between Fire & Safety Services, Ltd. of South Plainfield, NJ and a New Jersey Corporation and Hopewell Township Fire District No.1 "Customer."

The purpose of this agreement is to set forth the terms for the purchase of a 23A-104 Pierce Enforcer 107' Aerial-1030 "Product" as quoted on February 26, 2025 and referencing the HGAC Consortium contract # FS12-23. The purchase price shall be for \$ 1,898,186.51.

This Agreement incorporates by reference all documents provided with that quotation including, but not limited to:

- Quotation referenced above, including all terms and conditions.
- Technical proposal outlining Product being purchased.
- Option list providing high level list of options included in Product.
- Warranties from manufacturer or third-party component manufacturers.
- Reference drawings as may have been provided for visualization purposes.

Estimated Time for Delivery:

The time of delivery as provided in the proposal is an estimate only and in no manner a promise or guarantee the apparatus will be available at this time. This is merely a good faith estimation based on current market information as of the date the proposal and is subject to change without notice or penalty. Delivery updates will be made available as received and a firm delivery date will be provided as soon as can be done.

Force Majeure:

Bidder shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Bidder's control, which makes the Bidder's performance impracticable, including, but not limited to civil wars, insurrections, strikes, riots, storms, floods, other acts of nature, explosions, earthquakes, accidents, any acts of government, delay in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities, or completed products, failure to obtain any required license or certificates, act of God or the public enemy or terrorism, failure of transportations, vehicle accidents during manufacturing and/or testing, and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruptions of work.

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 Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated pricing for the customer's approval before proceeding and provide an option to cancel the order pursuant to the cancellation provisions below if the updated price isn't accepted.

Trade-In (IF APPLICABLE):

The apparatus being traded shall conform to the following requirements (no exception):

- 1) The unit(s) is roadworthy at time of sale and has no hidden defects that are known to the Purchasing Authority or the Fire Department and not disclosed that would make the unit unfit for service.
- 2) The unit is not advertised for sale in any manner or fashion, by any means, or offered for sale to any other parties, either wholesale or retail. In the event that this unit is listed, marketed, advertised, or

displayed to a used fire apparatus broker, dealer, or firm involved in the sale of used fire apparatus; this offer shall immediately become null and void.

- 3) All of the basic and affixed equipment is included as specified on the sheet sent to us at time of sale. This includes warning lights and sirens (electronic and/or mechanical) and any other basic equipment provided by the Purchasing Authority or Fire Department.
- 4) The fire pump will pass a certified pump test in accordance with NFPA Standard 1911 to its original rated capacity and the booster tank does not leak at time of sale. The aerial ladder, if so equipped, shall pass an aerial certification in accordance with NFPA Standard 1914 at time of sale. **NOTE: A current (within 30/60 days prior to release date) certification MUST BE PROVIDED to the dealer and/or its approved vendor at time of transfer (NO EXCEPTION).** Time of Sale is defined as the actual date the transfer of the vehicle occurs form the Purchasing Authority and/or Fire Department to the buyer. **The Purchasing Authority and/or Fire Department are solely responsible for the costs of any and all repairs to ensure that the terms of this paragraph are met.**
- 5) A unit with a light tower must have the light tower fully functional at time of transfer unless otherwise agreed upon at the time of quotation of trade-in price.
- 6) The apparatus tires shall not be more than 7 years old and shall have a minimum tread depth of 4/32 on steering axles and 2/32 on non-steering axles with no punctures, cuts to the cord, bulges, or sidewall separation. This is in compliance with the requirements of the FMVSS and NFPA guidelines.
- 7) The apparatus shall be made available to Fire & Safety Services, Ltd. and/or its approved vendor at the time of delivery of the new apparatus. In no case shall the trade-in be left at the fire station for more than 14-days after delivery of the new apparatus. Once the new apparatus has been delivered the trade-in is now property of Fire & Safety Services, Ltd. and/or its vendor. Any damages occurring to this apparatus during this period shall be responsibility of the Purchasing Authority and/or Fire Department that is utilizing the vehicle during this time frame.

Failure to comply with any of these provisions will result in a reduction of the trade-in allowance commiserate to the cost to correct such deficiencies. Purchasing Authority will be solely responsible for making up any difference between trade-in quote allowance and deductions in this circumstance.

Cancellation/Termination:

In the event Customer and Fire & Safety Services, Ltd. enter into a Purchase Agreement and the Customer thereafter cancels, or terminates the Purchase Agreement; Fire & Safety Services, Ltd. will charge a cancellation fee as follows: a) 10% of Purchase Price after order is accepted and entered by Fire & Safety Services, Ltd; b) 20% of Purchase Price after completion of the pre-construction phase of order process and prints are reviewed and executed; c) 50% of Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the product by either Fire & Safety Services, Ltd, or the manufacturer of the product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of Fire & Safety Services, Ltd.

Payment:

Payment of the apparatus is due at time of delivery. If an early payment, in whole or in part, has been made, that payment along with any applicable credit for the payment will be reflected in the final invoice which will be provided at least two (2) weeks prior to estimated delivery. If tool/equipment mounting is part of the sale of the apparatus the mounting of said equipment will not delay the delivery or payment of the apparatus. Should customer wish, they may withhold the amount quoted for tool mounting until such time as it is completed, but the apparatus will be paid for when all prep work is completed.

Warranties:

Fire & Safety Services, Ltd. makes no warranties express, implied, or otherwise of ANY KIND. The only warranties applicable to the vehicle are those provided by the Manufacturer of the Product and/or the component manufacturers as provided in the proposal binder and at time of delivery.

Title and Registration:

Due to regulations covering Municipal and emergency vehicles; titling and registration of the vehicle are solely the responsibility of the Purchasing Authority and/or the Fire Department. Fire & Safety Services, Ltd. is NOT responsible for the titling or registration of the vehicle but will assist in any manner necessary.

Assignment:

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

Future Changes:

Various state or federal regulatory agencies may require changes to the Specifications and/or Product. These changes are not within the contemplation or anticipation of Fire & Safety Services, Ltd. or the manufacturer of the Product at the time of the proposal being provided. Fire & Safety Services will try to minimize any impact to price to Customer, but any resulting increase incurred to comply with the regulatory changes; or changes in components (engine, transmission, axles, etc) to comply with these changes can be added to the purchase price paid by Customer. Documentation and itemization of any such price changes shall be provided to Customer.

Facsimile Signatures:

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

Entire Agreement:

This agreement and any referenced documents shall make up the entire and exclusive agreement between the parties for the Product. Any oral statements made by customer or sales representative that is not noted in the referenced documents is not binding. Additional or different terms proposed by the Customer shall not be applicable unless accepted in writing by Fire & Safety Services' authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Fire & Safety Services' authorized representative.

Signatures:

This Agreement is not effective unless and until approved, signed and dated by Fire & Safety Services, Ltd's authorized representative.

Notice:

Any required or permitted notices must be given in writing and to the address of each party as set forth below, or to such other address as either party may substitute by writing notice.

Fire & Safety Services, Ltd.
Director of Sales
200 Ryan St.
South Plainfield, NJ 07080
(800) 400-8017

Customer:
Hopewell Township Fire District No.1
201 Wash. Xing. Penn. Road
Titusville, NJ 08560

Accepted and agreed to:

Fire & Safety Services, Ltd.

Name: 

Print: ROBERT EMECK

Title: DIRECTOR OF SALES

Date: 5/1/25

Customer: Hopewell Township Fire District No.1

Name: 

Print: Christopher Jones

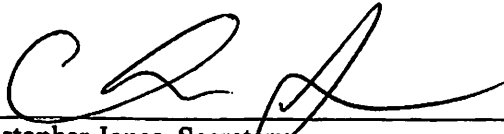
Title: Secretary

Date: 04/24/25

CERTIFICATE

I, Christopher Jones, Secretary of the Board of Fire Commissioners of Fire District No. 1 in the Township of Hopewell, in the County of Mercer, New Jersey (the "Board"), HEREBY CERTIFY that the foregoing annexed extract from minutes of a meeting of the Board duly called and held on April 24, 2025 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the Board and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Board this 24 day of April, 2025.



Christopher Jones, Secretary

[SEAL]

