SAFE INDUSTRIES

Purchase Agreement

Date: _____

Purchaser's Legal Name(s): Lincolnton Fire Department
(Please Print)

Address: 116 W Sycamore Street, Lincolnton, NC 28092 **County:** Lincoln

Contact: _____ **Phone Number:** (704) 736-8920 **Mobile:** _____
(Please Print)

Email: _____

Year:	**Make:** KME	**Model:** Aerial	**Truck #:** GSO 11854
VIN:		**Odometer Reading**	**No Accurate** ☐

Surcharge Disclosure

Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.

Authorized Purchaser Initials: _____

Authorized Dealer Initials: _____

Agreement

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

_____ _____
Purchaser Signature Date

_____ _____
Accepted by Authorized Dealership Representative Date

Warranty Statement

Pursuant to South Carolina Law, this Vehicle is sold by us with the implied warranties. No express warranties are given by our Dealer unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealer are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)
The information you see on the Buyer's Guide for this Vehicle is part of this contract. Information on the Buyer's Guide overrides any contrary provisions in the contract of sale.

☐ Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.

Pricing Structure

(1) Price of Vehicle(s)	$2,254,300.00
(2) KME Change Order #1	Included
(3) Front Bumper Modifications	Included
(4) Mud Flap Contingency	$4,000.00
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11) Total Price (1-10)	$2,258,300.00
(12) Performance Bond	$0.00
(13) Total (11-12)	$2,258,300.00
(14) Prepayment Discount	($0.00)
(15) Less Trade in Allowance	($0.00)
(16) Total Price (13 minus 14 & 15)	$2,258,300.00
(17) Deposit (Down Payment)	$0.00
(18) Balance Due	$2,258,300.00

SAFE INDUSTRIES

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Additional Agreement Between the Dealer and the Purchaser(s):

1. **Terms Used In This Agreement:** This Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:

   - Agreement - Means all of the pages of this Purchase Agreement together with any documents incorporated into this Agreement by reference,
   - whether such reference is made in this Agreement or in the document itself.
   - You, Your - Means the Purchaser(s) identified in this Agreement.
   - We, Us, Our - Means the Dealer that is identified in this Agreement and its Authorized Representatives.
   - Manufacturer - Means the company that manufactured the Vehicle.
   - Vehicle - Means the Vehicle that you are purchasing from us as described in this Agreement.
   - Trade-In Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.

2. **Preconstruction Meeting:** Upon request (at time of order) by either party, a preconstruction conference may be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre -build conference will be conducted no later than thirty (30) business days from execution of this Contract.

3. **Change Orders:** Changes to this contract may be requested by the Buyer after the execution and the acceptance of this contract by the Dealer. Changes will be reviewed for cost and schedule impact by the Dealer and the Buyer. Changes will be sequentially numbered. Change Orders will be prepared by the Dealer and executed by the Buyer. The price of the Apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders may extend the completion and delivery of the Apparatus, and any such extension shall be specified in the applicable change order or the completion and delivery date of the Apparatus shall be altered by the applicable change order. A Change Order shall be required for any and all Changes to the Specification and/or Loose Equipment.

4. **Final Inspection:** The Dealer requires, and the Buyer agrees, that the unit will be inspected within seven (7) days of notice that the unit has been completed.

5. **Delivery Terms:**
   14-18 Months After Receipt of Signed and Accepted Sales Order by the Dealer

6. **Liquidated Damages:** (Please Check One. If Yes Complete the section below): No ☑ Yes ☐
   Should the delivery of the Apparatus be delayed, the Dealer has agreed to pay as liquidated damages the sum of $0.00 per day.
   Starting NA days after receipt of signed and accepted Sales Contract by the manufacturer
   Starting NA days after receipt of approved Chassis by the manufacturer
   Starting on day NA
   The final payment amount will be adjusted based on the total liquidated damages charges. The liquidated damages clause excludes delays due to war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond the Company and/or the manufacturer's reasonable control. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties.

7. **Performance Bond:** ☐ **Yes** ☑ **No**
   As part of the Dealer's obligations under the terms of this contract, the Dealer shall provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100% of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Dealer and approved by Buyer's insurance agent. The price of the performance bond is included in the total Contract amount set forth in this contract. In the event no payment is due until after final delivery and acceptance of the Apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond.

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8. **Tag On / Additional Orders:** At its sole discretion, the Dealer may allow the terms of this contract to be extended to both the Buyer and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the Dealer choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate contract will be required to complete the additional purchases. This includes any similar Apparatus, Loose Equipment options, and Service and Warranty Plans.

9. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

10. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

11. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

12. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

13. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

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14. **Purchaser's Default and Dealer's Remedies**: In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time o f delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade -In Vehicle and reimburse the Dealer out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph shall be in addition to, and not in lieu of, any other remedies available under the Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade -In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.

15. **Governing Law:** The terms and conditions of this agreement, including any documents which are a part of this transaction or incorporated herein by reference, and any sale hereunder will be governed by the laws of the state of North Carolina . Each party irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement will be brought in a court of record of the state of North Carolina .

16. **Indemnification:** To the extent permitted by applicable law each party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs. arising from or related to a breach of such Party's obligations hereunder.

17. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

18. **Cancellation Disclosure:** This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.