atlantic coast FIRETRUCKS

37 Stonington Drive, Murrells Inlet, SC 29576

SALES CONTRACT

THIS CONTRACT ("Contract") is made by and between Atlantic Coast Fire Trucks, LLC ("ACFT"), and **City of Brevard FD,NC** ("Customer") for the purchase of **2027 Smeal/Spartan Custom Pumper**__. This Contract will not become binding by ACFT until it is executed by an authorized person(s) on behalf of ACFT and the Customer, and the effective date of the Contract ("Effective Date") will be the date that the ACFT authorized person executes the Contract. The parties hereby agree as follows:

(1) Subject to the terms of this Contract, the manufacturer shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.

(2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by the manufacturer because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.

(3) The Apparatus and Equipment shall be ready for delivery from the factory, within **850** days. This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or if there are customer driven delays to returning the corresponding signed change order to the factory. All days exceeding 10 days after the pre-construction conclusion with priced change order ready for approval will be added to the above-mentioned delivery timeframe. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time the manufacturer requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay. It is understood by the Customer that change orders can affect contract price and delivery time.

(4) A competent ACFT service representative shall, upon request, be provided to demonstrate and provide instructions in the handling and operation of Apparatus or Equipment described herein.

(5) In exchange for the Apparatus and Equipment, Customer agrees to pay ACFT the sum of One Million one hundred fifty five thousand nine hundred and one Dollars (1,155,901.00) ("Purchase Price"). The Purchase Price (a) includes a discount of **$0**_dollars for a **$00 d**ollar prepayment to be made (type of prepayment option chosen); OR (b) Customer reserves the right to receive a $_____ discount if, after the Effective Date, a **$1,155,901.00** payment is made at **Final Payment at Apparatus Final inspection at ACFT** (type of prepayment option chosen). Net payment is due within 21 days upon receipt of invoice or delivery to Customer, unless otherwise specified herein. Dealer-supplied or dealer-installed items that delay payment will be invoiced separately. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, ACFT reserves the right to charge a rental fee of Three Hundred Fifty Dollars ($350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly or will be added to the Purchase Price. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to ACFT and hold ACFT harmless from any such tax, interest or penalty which may at any time be assessed against ACFT.

All payments must be made to Atlantic Coast Fire Trucks, LLC. Any representation that payment is to be to any other party is unauthorized.

(6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of the Customer, completion of any discrepancy list, and shipment of Apparatus and Equipment from the factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Smeal will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Smeal has received full payment of the Purchase Price and taxes.

(7) ACFT shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by ACFT, including but not limited to personal injury, death, property damage, lost

profits, or other economic injury. ACFT shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.

(8) Customer shall indemnify ACFT against, and hold ACFT, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from ACFT's breach of its obligations under this Contract.

(9) ACFT warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. OTHER MANUFACTUER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(10) ACFT shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, public health emergencies, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of ACFT until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, ACFT may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date ACFT takes possession.

(12) This Contract will only be binding on ACFT after it is signed and approved by an authorized person of ACFT. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14) This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of ACFT, be brought in a court of record of the State of South Carolina in Horry County, in the United States District Court for the District of South Carolina, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

Submitted to Customer By: _Rob Smith_____ on 09/24/2025.
ACFT *Sales Representative – Print Name* *Date*

Rob Smith
ACFT *Sales Representative Signature*

Atlantic Coast Fire Trucks, LLC

By: _____
Atlantic Coast Fire Trucks, LLC Authorized Signature

_____
Print Name

_____
Date

Customer: _____

By: _____
Customer Signature

_____
Print Name

By:_____

_____
Print Name

_____
Date

Includes:
- Sourcewell FEE
- Delivery
- Pump Acceptance Test
- EZ-Trac System