

## CONTRACT

THIS CONTRACT MADE IN DUPLICATE, BY AND BETWEEN **GREENWOOD EMERGENCY VEHICLES, LLC** - PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS "THE COMPANY", AND: **CENTRAL FALLS FIRE DEPARTMENT, RI**, BY ITS AUTHORIZED REPRESENTATIVES - PARTY OF THE SECOND PART, HEREINAFTER REFERRED TO AS "THE BUYER", WITNESSETH AS FOLLOWS:

1. THE COMPANY AGREES TO SELL, UPON THE CONDITIONS WRITTEN BELOW, VEHICLE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, WHICH ARE MADE A PART OF THIS AGREEMENT AND CONTRACT. IN THE EVENT THAT THE COMPANY'S SPECIFICATIONS AND THE BUYER'S SPECIFICATIONS ARE INCORPORATED IN THIS AGREEMENT, BUT ARE IN CONFLICT WITH ONE ANOTHER, THE COMPANY'S SPECIFICATIONS SHALL APPLY.
2. THE SAID VEHICLE AND EQUIPMENT SHALL BE DELIVERED BY THE COMPANY WITHIN APPROXIMATELY **300 DAYS** AFTER RECEIPT OF ORDER AND THE EXECUTION OF THE CONTRACT BY THE BUYER, AND THE RECEIPT AND ACCEPTANCE OF THE SAME BY THE COMPANY AT THE COMPANY'S OFFICE IN NORTH ATTLEBOROUGH, MASS. DELIVERY SHALL BE SUBJECT TO DELAYS DUE TO STRIKES, MATERIALS AVAILABILITY AND OTHER CAUSES BEYOND THE COMPANY'S CONTROL. VEHICLE AND EQUIPMENT SHALL BE ACCEPTED BY THE BUYER **F.O.B., CENTRAL FALLS FIRE DEPARTMENT, RI**, INCLUDING ALL APPLICABLE FEDERAL AND STATE TAXES. IF THE BUYER OF THE PRODUCT IS EXEMPT FROM TAXES, IT SHALL BE THE RESPONSIBILITY OF THE BUYER TO COMPLETE THE ATTACHED TAX EXEMPT CERTIFICATE.
3. IF FULL ACCEPTANCE TESTS ARE REQUIRED TO BE PERFORMED AT THE BUYER'S LOCATION, SUCH TESTS SHALL BE MADE UPON ARRIVAL AT DESTINATION, WHILE THE VEHICLE IS IN THE CARE, CUSTODY, AND CONTROL OF THE COMPANY. IF DESIRED, A PUMP TEST (IF APPLICABLE) MAY BE PERFORMED AT THE COMPANY LOCATION, UNDER THE BUYER'S SUPERVISION, BEFORE SHIPMENT. IF NO SUCH TESTS ARE MADE, THEN SAID VEHICLE AND EQUIPMENT SHALL BE CONSIDERED ACCEPTABLE AND IN COMPLIANCE WITH THE CONTRACT AND SPECIFICATIONS.
4. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT, AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, AN INVOICE COVERING EACH VEHICLE OR SHIPMENT SHALL BE RENDERED. LOOSE EQUIPMENT SHIPPED SEPARATELY SHALL BE INVOICED SEPARATELY, AND AMOUNTS PAID AGAINST SUCH INVOICES SHALL BE DEDUCTED FROM THE CONTRACT PRICE UPON FINAL SETTLEMENT.
5. THE BUYER AGREES TO MAKE THE VEHICLE OR EQUIPMENT AVAILABLE TO THE SELLER FOR DISPLAY PURPOSES AT TIMES CONVENIENT TO THE BUYER, WITH PRIOR AUTHORIZATION BY THE FIRE CHIEF, OR HIS DESIGNEE.
6. ALL CONTRACTS ARE TAKEN SUBJECT TO THE WRITTEN ACCEPTANCE OF GREENWOOD EMERGENCY VEHICLES, LLC BY AN OFFICER OF THE COMPANY. WHEN REQUESTED, THE BUYER SHALL FURNISH SATISFACTORY OPINION OF THE BUYER'S

ATTORNEY AS TO THE POWER OF THE BUYER TO ENTER INTO SAID CONTRACT, AND THAT SAID CONTRACT IS A VALID, LEGAL AND ENFORCEABLE OBLIGATION OF THE BUYER, AND THAT THE OFFICIAL EXECUTING THE CONTRACT FOR THE BUYER HAS THE AUTHORITY TO DO SO.

7. THIS AGREEMENT, INCLUDING ITS APPENDICES, EMBODIES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, AND MERGES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO AGENT OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS, STATEMENTS OR AGREEMENTS NOT EXPRESSED HEREIN. ALL MODIFICATIONS OR AMENDMENTS OF THIS CONTRACT, INCLUDING ITS APPENDICES, MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
8. THE VEHICLE COVERED BY THIS CONTRACT IS NOT WARRANTED BY THE COMPANY BY ANY EXPRESS OR IMPLIED WARRANTIES. THE VEHICLE IS SUBJECT TO LIMITED WARRANTIES AS PROVIDED BY THE MANUFACTURERS OF BOTH THE COMPLETED VEHICLE AND ITS COMPONENTS. THE COMPANY IS AN AUTHORIZED SERVICE AND WARRANTY AGENCY FOR MANY OF THE COMPONENTS FURNISHED ON THE VEHICLE, AND ALSO OFFERS THE BUYER ASSISTANCE IN RESOLVING WARRANTY CLAIMS RELATING TO COMPONENTS SERVICED BY OTHER AGENCIES. COPIES OF MAJOR COMPONENT WARRANTIES SHALL BE PROVIDED ON DELIVERY. THE COMPANY SHALL NOT BE LIABLE FOR TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED IN ANY WARRANTY SUPPLIED BY THE MANUFACTURER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, AND NO WARRANTY IS EXPRESSED OR IMPLIED. AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.
9. THE COMPANY MAKES NO WARRANTY ON, NOR WILL THE COMPANY BE HELD RESPONSIBLE FOR ANY CUSTOMER SUPPLIED EQUIPMENT. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY EQUIPMENT MALFUNCTIONS ON CUSTOMER SUPPLIED ITEMS SUCH AS EXTRICATION EQUIPMENT, SAWS, RAMS, ETC... THE COMPANY USES THIS EQUIPMENT ONLY FOR THE PURPOSE OF FABRICATING TRAYS AND BRACKETRY AND IS NOT RESPONSIBLE FOR ENSURING PROPER EQUIPMENT OPERATION.
10. THE COMPANY RESERVES THE RIGHT TO MAKE PRODUCT IMPROVEMENTS WITHOUT NOTICE.
11. DELIVERY INSTRUCTIONS SHALL BE GIVEN IN ACCORDANCE WITH A MUTUALLY AGREEABLE SCHEDULE. TRANSFER OF OWNERSHIP SHALL TAKE PLACE BEFORE DELIVERY INSTRUCTIONS BEGIN. THE BUYER AGREES THAT FIRE FIGHTERS PARTICIPATING IN DELIVERY INSTRUCTIONS MUST BE FAMILIAR WITH BASIC FIRE APPARATUS OPERATING PRINCIPLES. DRIVER TRAINING SHALL BE THE RESPONSIBILITY OF THE BUYER. BUYER HEREBY ACKNOWLEDGES THAT THE COMPANY HIGHLY RECOMMENDS THAT ALL INDIVIDUALS WHO WILL BE OPERATING THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT ATTEND A TRAINING

PROGRAM OFFERED BY THE COMPANY AND THAT THE PURPOSE OF SAID TRAINING PROGRAM IS NOT TO INSTRUCT THE BUYER'S PERSONNEL ON SKILLS ONE WOULD ACQUIRE IN FIREFIGHTER TRAINING SCHOOL AND/OR PROFESSIONAL DRIVER TRAINING SCHOOL, BUT TO DEMONSTRATE THE FEATURES AND COMPONENTS OF THE EQUIPMENT PURCHASED HEREUNDER AND FAMILIARIZE BUYER'S PERSONNEL WITH THE PROPER USE AND OPERATION THEREOF. THE COMPANY FURTHER RECOMMENDS TO THE BUYER (1) THAT AS NEW PERSONNEL ARE ASSIGNED TO THE EQUIPMENT PURCHASED HEREUNDER TRAINING SESSIONS BE SCHEDULED FOR SUCH NEW PERSONNEL; AND (2) THAT REFRESHER TRAINING SESSIONS FOR ALL PERSONNEL OPERATING THE PURCHASED EQUIPMENT BE SCHEDULED AT LEAST EVERY FIVE (5) YEARS FROM THE DATE OF DELIVERY. FURTHER INFORMATION ON TRAINING SESSIONS AND ANY COSTS ASSOCIATED THEREWITH MAY BE OBTAINED BY CALLING THE COMPANY'S TRAINING DIVISION.

12. "TRADE-IN" VEHICLES (IF APPLICABLE): ALL VEHICLES THAT ARE TO BE TAKEN IN TRADE AS PART OF THIS CONTRACT SHALL BE, ON THE DAY OF DELIVERY, IN THE SAME OPERATING CONDITION AS ON THE DATE OF THIS CONTRACT EXCEPT FOR ORDINARY WEAR AND TEAR. THE BUYER SHALL NOT SELL THE VEHICLE TO A THIRD PARTY WITHOUT THE WRITTEN APPROVAL OF THE COMPANY. TRADE-IN'S SHALL BE SURRENDERED WITH ALL SUCTION CAPS, DISCHARGE CAPS, AND OTHER EQUIPMENT WHICH MAY BE NOTED ON ANY ADDITIONAL DESCRIPTIVE DOCUMENTS THAT MAY BE NECESSARY. ALL TRADE-INS SHALL BE DELIVERED BY THE BUYER TO THE COMPANY. OWNERSHIP TRANSFER TO THE COMPANY SHALL NOT TAKE PLACE UNTIL THE TRADE-IN IS DELIVERED AND TRANSFER OF TITLE TAKES PLACE.

13. APPARATUS PAINT COLOR(S) SHALL BE:

BODY: RED  
CAB: RED  
CAB ROOF: RED

14. IN THE EVENT AN ORDER IS CANCELLED BEFORE CONSTRUCTION HAS STARTED, A 1% CANCELLATION CHARGE SHALL APPLY. IF WORK HAS STARTED ON THE VEHICLE, CANCELLATION CHARGE SHALL BE 1% PLUS THE ACTUAL COST FOR WORK DONE TO DATE, AS DETERMINED BY THE COMPANY.

15. THE VEHICLE BEING PURCHASED SHALL COMPLY WITH NFPA 1901 STANDARD TO THE EXTENT THE ATTACHED SPECIFICATIONS PERMIT. IF AN ITEM IN ONE OF THESE STANDARDS IS NOT SUPPLIED WITH OR DESIGNED INTO THE VEHICLE, IT IS BECAUSE THE BUYER DID NOT DESIRE TO INCLUDE IT ON THE VEHICLE.

16. ALL THREADS PROVIDED ON THE VEHICLE OR ON SUPPLIED EQUIPMENT SHALL BE NST, UNLESS OTHERWISE SPECIFIED.

17. THE BUYER ACKNOWLEDGES THAT EXTENDED WARRANTIES ARE AVAILABLE ON VARIOUS COMPONENTS OF THE VEHICLE, AND THAT THESE WARRANTIES HAVE BEEN OFFERED FOR PURCHASE AT ADDITIONAL COST. BY EXECUTING THIS CONTRACT, THE BUYER ACKNOWLEDGES THAT NO EXTENDED WARRANTIES ARE A PART OF THIS AGREEMENT UNLESS THEY ARE INCORPORATED INTO THE ATTACHED SPECIFICATIONS.

18. THE BUYER AGREES TO PAY AS PURCHASE PRICE FOR THE VEHICLE, ACCEPTED AS AFORESAID, THE SUM OF:

**FIVE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED FIFTY FOUR DOLLARS**

**\$516,854.00**

19. **PAYMENT TERMS:** 100% PAYMENT SHALL BE MADE WITHIN FIVE (5) CALENDAR DAYS OF ARRIVAL AT GREENWOOD EMERGENCY VEHICLES, LLC. THE MANUFACTURER'S STATEMENT OF ORIGIN FOR THE VEHICLE SHALL BE PRESENTED TO THE BUYER UPON PAYMENT. IN THE EVENT THAT PAYMENT IS NOT AVAILABLE WITHIN THE FIVE (5) DAY PAYMENT TERMS THE COMPANY RESERVES THE RIGHT TO CHARGE THE BUYER INTEREST AT 2% OVER THE PREVAILING PRIME RATE FOR THE PERIOD FROM THE PAYMENT DUE DATE TO THE ACTUAL PAYMENT DATE. THE INVOICE FOR THE VEHICLE SHALL BE MAILED TO THE BUYER AT LEAST FIFTEEN (15) DAYS PRIOR TO THE ARRIVAL OF THE UNIT AT GREENWOOD EMERGENCY VEHICLES, LLC.

20. **PENALTY CLAUSE:** A \$100 PER DAY PENALTY FEE SHALL BE APPLIED FOR EACH DAY AFTER THREE HUNDRED (300) DAYS THE TRUCK IS DELAYED FROM THE MANUFACTURING FACILITY. THE PENALTY PERIOD SHALL START UPON RECEIPT OF A FULLY EXECUTED CONTRACT, AND SHALL TERMINATE UPON SHIPMENT FROM THE MANUFACTURING FACILITY.

21. IN WITNESS WHEREOF, BUYER AND COMPANY HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 24<sup>th</sup> DAY OF January 2017.

BUYER'S REGISTERED NAME:

CENTRAL FALLS FIRE DEPARTMENT  
150 ILLINOIS STREET  
CENTRAL FALLS, RI 02863

BY: \_\_\_\_\_

TITLE: Mayor

DATE: 1-24-2017

GREENWOOD EMERGENCY VEHICLES, LLC  
530 JOHN DIETSCH BOULEVARD  
NORTH ATTLEBOROUGH, MA 02763

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved as to form and correctness

\_\_\_\_\_  
City Solicitor

Reviewed per F.S.A.

\_\_\_\_\_  
Leonard Morganis  
Administration & Finance Officer

1/24/17

DATE: January 24, 2017



FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT <sup>she</sup> HE IS Finance Director (TITLE OF OFFICER) CENTRAL FALLS FIRE DEPARTMENT, RI (STATE, TERRITORY OF THE UNITED STATES, OR POLITICAL SUBDIVISION THEREOF, OR THE DISTRICT OF COLUMBIA, OR TAX-EXEMPT VOLUNTEER FIRE DEPARTMENT) THAT HE IS AUTHORIZED TO EXECUTE THIS CERTIFICATE AND THAT THE ARTICLE OR ARTICLES SPECIFIED IN THE ACCOMPANYING ORDER ARE PURCHASED FROM GREENWOOD EMERGENCY VEHICLES, LLC FOR THE EXCLUSIVE USE OF Fire Protection, Central Falls RI (STATE, TERRITORY OF UNITED STATES, OR POLITICAL SUBDIVISION THEREOF, OF THE DISTRICT OF COLUMBIA, OR TAX EXEMPT VOLUNTEER FIRE DEPARTMENT).

IT IS UNDERSTOOD THAT THE EXEMPTION FROM TAX IN THE CASE OF SALES OF ARTICLES UNDER THIS EXEMPTION CERTIFICATE TO THE STATES, TERRITORIES OF THE UNITED STATES, ETC.. IS FOR ITS EXCLUSIVE USE, AND IT IS AGREED THAT IF ARTICLES ARE PURCHASED OR SOLD TO EMPLOYEES OR OTHERS, SUCH FACT WILL BE REPORTED AND TAX PAID BY ME TO THE DISTRICT DIRECTOR OF INTERNAL REVENUE FOR THE DISTRICT IN WHICH THAT SALE WAS MADE.

IT IS ALSO UNDERSTOOD THAT THE FRAUDULENT USE OF THIS CERTIFICATE TO SECURE EXEMPTION WILL SUBJECT THE UNDERSIGNED AND ALL GUILTY PARTIES TO A FINE OF NOT MORE THAN \$10,000.00 OR TO IMPRISONMENT FOR NOT MORE THAN FIVE (5) YEARS OR BOTH, TOGETHER WITH COSTS OF PROSECUTION.

BY: Cynthia Wilson  
(SIGNATURE)

Finance Director  
(TITLE)

1/25/17  
(DATE)

NOTE: FEDERAL EXCISE TAX WILL BE ADDED IF THE ABOVE FORM IS NOT COMPLETED AND SIGNED.