

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only 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. This contract is subject to cancellation by seller if major components, for example chassis, cannot be obtained within 12 months from date of contract. Any monies prepaid by buyer will be refunded.

PREPAYMENT / PROGRESS PAYMENTS: Due to the custom, one of a kind, buyer specific design, and dollar amount of the project the seller may require progress payments.

TARIFF / SURCHARGES: Our proposal is based on the latest available pricing from our vendors. Any substantial tariff and/or surcharge fees added on the vendor invoice for major components will be documented and submitted for payment at time of final invoicing.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited by, or deemed invalid under applicable state laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

CHOICE OF LAWS: This proposal shall be construed according to the Laws of the State of Florida. The parties agree that all actions leading up to the formation and execution of this contract occurred with the State of Florida, and that venue for any dispute shall be Palm Beach County, Florida.

PERFORMANCE BOND: When required, the performance bond shall guarantee performance to the attached specifications and shall remain in effect for a period not exceeding one (1) year after the apparatus is completed and accepted by the Buyer.

SHORTAGES: In case of the inability to obtain non-essential component(s) in a timely manner, the Company will complete the unit for your inspection and acceptance. Company will install the shorted component(s) at your facility as soon as they become available. Company will require payment at time of delivery and acceptance, minus a negotiated holdback until all shortages are resolved. Company will issue a clean MSO upon receiving partial payment at time of acceptance.

SUBSTITUTION OF COMPONENT(S): If certain component(s) are not available due to being discontinued or cannot be obtained in a reasonable period of time, the Company will contact you for approval of a substitute or deletion of the component(s) and the related cost.

WORK REQUESTED TO BE DONE LOCALLY: If you require additional work to be completed by a third party, not the Company, after the unit is completed such as; transferring equipment from your old unit onto the new unit, special equipment to be installed, graphics, etc., the Company will require you to inspect and accept the unit at the Company's factory once it completes its portion. Company will arrange for the additional work to be completed by the third party, per your request. Company will require a partial payment, previously negotiated, for the work completed and issue a clean MSO once it's received. The balance will be due upon delivery of the unit to your facility.