



28 Pine Valley Pkwy, Smithfield NC 27577

SALES PROPOSAL

THIS PROPOSAL("Proposal") is made by and between Atlantic Coast Fire Trucks, LLC ("ACFT"),

And Town of Carrboro, North Carolina ("Customer") for the purchase of One (1) Smeal Fire Apparatus 100' Rear Mount Platform on a Gladiator Chassis with an X15 Cummins Engine. This Proposal 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 Proposal ("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 Proposal, 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 Proposal 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) 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.

(4) In exchange for the Apparatus and Equipment, Customer agrees to pay ACFT the sum of two million and sixty thousand dollars **2,060,000** ("Purchase Price"). 8 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 Proposal, 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. Delivery of unit is 20-24 months after completion of pre-construction meeting.

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

(5) 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 Proposal, including without limitation the Original Specifications. ACFT 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.

(6) 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.

(7) 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.

(8) 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.

Submitted to Customer By: Lance E Dill on 10/1/2024

ACFT Sales Representative – Print Name

Date

[Handwritten Signature]

ACFT Sales Representative Signature

Atlantic Coast Fire Trucks, LLC

Customer: _____

By: _____
Atlantic Coast Fire Trucks, LLC Authorized
Signature

By: _____
Customer Signature

Print Name

Print Name

Date

By: _____

Print Name

Date