



EMERGENCY VEHICLE SALES CONTRACT

BUYER: Town of Ledyard
741 Colonel Ledyard Highway
Ledyard CT 06339-1511

SELLER:
Marion Body Works, Inc.
211 W. Ramsdell Street
Marion, WI 54950

1. AGREEMENT TO SELL AND TO PURCHASE

The seller (referred to as MARION) agrees to sell and buyer (referred to as BUYER) agree to purchase the following apparatus and equipment according to the attached specifications which are a part of this contract under the conditions that the vehicle description and final price is approved by HGAC Buy program (Houston Galveston Area Council):

****CHASSIS DISCLAIMER****

All contracts that involve a commercial chassis (non-Spartan custom chassis) are subject to a surcharge on both the chassis and the body at the time of completed unit delivery. Due to the lead-times on these chassis, Marion will be assessing current material charges when that unit enters our build schedule, based on the arrival of the chassis. By signing this contract, you are agreeing to these chassis and material surcharges. **Marion will also not be held liable to an engine surcharge involving a Spartan chassis. If the engine specification on this order is not available at the time of the build, and results in an upcharge to swap to a new engine model, the added cost will be charged to the department ordering the apparatus. The customer/department that is signing this contract will be solely responsible for any additional cost that is involved with a changed engine model by Spartan.**

DESCRIPTION OF APPARATUS AND EQUIPMENT

PRICE

One (1) 2027 Spartan- Marion Pumper 2-23-26 Revised
Performance Bond

\$1,228,153.00
\$4,913.00

Total Price, F.O.B. Marion Body Works, excluding all
Federal, State and Local Taxes

\$1,233,066.00

In case of any conflict between BUYER'S specifications used for all bidders and SELLER'S proposal specifications, SELLER'S specifications will apply. Any sales representative supplied items included above are detailed on Appendix A which is a part of this contract.

2. CONFORMANCE TO NFPA STANDARDS

It is the policy of SELLER to manufacture in accordance with all applicable NFPA standards. This contract conforms to all known such standards as of the date of acceptance by SELLER. Any increased costs incurred by SELLER because of future NFPA standards issued during the manufacture of this emergency vehicle will be passed on to BUYER as an addition to the price set forth in #1 above.



3. COMPLETION ESTIMATE

Estimated total calendar days for completion after Marion acceptance of signed contract

CALENDAR DAYS

730 Days

Above estimate based on timely (usually 30 days) approval by you of submitted drawings and specifications, timely receipt of the chassis, and any events beyond the reasonable control of Marion.

4. WARRANTY

The standard Marion Emergency Vehicle Warranties shall be in effect upon delivery of this apparatus as outlined below:

- A two (2) year material and workmanship.
- A twenty (20) year structural warranty.
- A ten (10) year paint warranty.
- A seven (7) year electrical warranty.
- A ten (10) year stainless steel plumbing warranty.

5. CONSEQUENTIAL DAMAGES AND OTHER LIABILITY

MARION shall not be liable for and disclaims all consequential, incidental and contingent damages and liability whatsoever. See also the standard MARION warranty.

6. CANCELLATION

In the event of cancellation by BUYER, MARION shall be entitled to payment of 10% of the contract price for orders not yet begun in production and for orders for which production has begun, the full contract price less the amount of expenses saved by MARION by reason of the cancellation.

7. PAYMENT

The chassis (\$553,717.00) shall be paid for by BUYER in full upon its receipt at Marion. The remainder of the contract price shall be paid in full upon completion by Marion and delivery to BUYER. This Emergency Vehicle shall remain the property of Marion until payment in full has been received. A finance charge of 1% per month (annual percentage rate of 12%) will be added to all accounts over 30-days.

8. ENTIRE AGREEMENT

This contract including its appendices is the entire understanding between the parties and merges all prior discussion and agreements between them. Any changes to this contract, including appendices, must be in writing and signed by an authorized representative of the BUYER and MARION.

AGREEMENT BY BUYER:

Buyer's Registered Name

By: _____

Date Signed _____



ACCEPTANCE BY SELLER:

Date Signed _____ By: _____
Marion Body Works, Inc