



Helping Emergency Services Save Lives®

SALES AGREEMENT

Prepared by:

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American Response Vehicles
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Prepared for:

Lexington Fire Department (KY)
219 East Third Street
Lexington, Kentucky 40508
Quote number: 00001789



Sign-off



00001789 Description	Price
2027 AEV Traumahawk Type II Custom Ambulance Ford Transit T350, LWB, 4x4, Gas	\$154,727.35

Total

\$154,727.35

Standard chassis manufacturers' warranties apply and will start on the date and mileage at delivery. The warranty on our all-aluminum fully welded modular body is 20 years. Our conversion warranty, including our electrical system, paint, and graphics, is 7 years or 70,000 miles.

All third-party components, including but not limited to warning lights and systems, patient mobility products, portable equipment, suspension systems, and HVAC systems, are covered by their respective manufacturers' warranties and are not the responsibility of AEV or American Response Vehicles.

All parts and service are available through our facility in Columbia, Missouri; our facility in West Jefferson, North Carolina; or one of our remote service facilities in Nebraska or Illinois. Mobile Road Service is available with our fully stocked and equipped service vans to maintain your fleet right in your own facilities. We offer twenty-four-hour delivery on parts in most cases. If a part is not in our inventory, it will be shipped directly from the manufacturer, again, in most cases, within twenty-four hours.

Proposal Summary

American Response Vehicles proposes to Lexington Fire Department (KY) the project outlined in this document for a fee of \$154,727.35. This fee covers the following:

- Project management
- Equipment and materials

- Labor
- Scheduling and supervision
- Quality assurance

Please note that additional charges may apply if:

- Changes are made to the project scope after this document has been signed.
- There are discrepancies between the allowances outlined above and the actual cost of items.

The titling documents will be addressed to the same name and address as listed on the title page unless corrected information is provided in this document.

To proceed, we require agreement on this quote, including any modifications discussed during the presentation of this document, and the signing of the contractual agreement referencing this proposal.

American Response Vehicles

Lexington-Fayette Urban County Government

Rickie Driskill
Regional Sales
Manager

Linda Gorton
Mayor
Lexington-Fayette Urban
County Government

Terms & Conditions

- ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN AMERICAN RESPONSE VEHICLES, INC. ARE THEIRS, NOT AMERICAN RESPONSE VEHICLES, INC. AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS AMERICAN RESPONSE VEHICLES, INC. FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY AMERICAN RESPONSE VEHICLES, INC. ON ITS OWN BEHALF, AMERICAN RESPONSE VEHICLES, INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY AMERICAN RESPONSE VEHICLES, INC., AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."
- THIS ORDER IS A BINDING CONTRACT AFTER ACCEPTANCE BELOW BY AMERICAN RESPONSE VEHICLES' AUTHORIZED REPRESENTATIVE.
- THIS DOCUMENT COMPRISES THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL IT BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.
- All vehicles will be freighted FOB Columbia, MO or factory, and delivered C.O.D. Payment can either be made by cashier's check or wire transfer only. Government entities (backed by Government funds) can make payment by Government check. Delivery stated on the front of Sales Agreement is based on the number of Calendar days after receipt of American Response Vehicles, Inc. signed shop order confirmation. Please note items beyond the control of American Response Vehicles, Inc. and/or change orders may affect delivery.
- Any warranty claims will be handled exclusive of total payment of vehicle. Please see warranty section of your Owner's manual for all information pertaining to warranty.
- If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to American Response Vehicles, Inc., until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraise value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to American Response Vehicles, Inc. Any trade-in vehicle shall have no deferred maintenance.
- Purchaser agrees to deliver to American Response Vehicles, Inc. satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to American Response Vehicles, Inc. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

Terms & Conditions

- American Response Vehicles, Inc. shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of American Response Vehicles, Inc.
- Manufacturer has reserved the right to change the design of any new motor vehicle, as is, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to American Response Vehicles, Inc. or being manufactured or sold in accordance with American Response Vehicles, Inc. orders. Correspondingly, in the event of any such change by the Manufacturer, American Response Vehicles, Inc. shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- The price for the motor vehicle specified on the face of this Order includes reimbursement for any Fleet Incentive Discounts, and Federal Excise taxes, if applicable, but does not include sales taxes, use taxes or occupational taxes based on sale volume, (Federal, State or Local) unless expressly so states. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
- USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY AMERICAN RESPONSE VEHICLES, INC. WARRANTY OR SERVICE CONTRACT IS FURNISHED BY AMERICAN RESPONSE VEHICLES, INC. TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM AMERICAN RESPONSE VEHICLES, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- All costs and expenses incurred by American Response Vehicles for work completed and accepted by the purchaser before receipt of a termination notice will remain the purchaser's responsibility. These costs include direct labor, materials, and any other expenses reasonably incurred in fulfilling the agreement, not to exceed a total of 5% of the final sale price of the project.
- Failure or refusal to accept delivery: should the Purchaser fail or refuse to accept delivery and/or complete payment in full, unless the vehicle fails to meet requirements found in the shop order confirmation document, the Purchaser acknowledges they are liable to American Response Vehicles, Inc. for expenses and reasonable profit on the ordered vehicle.