## **AMERICAN RESPONSE VEHICLES**

521 Hillsdale, Columbia, MO. 65201 (573) 443-8881 • (888) 448-8881 • Fax: (573) 815-0051

| SOLD & TITLED TO:         | 7-8-2024         |                |       |
|---------------------------|------------------|----------------|-------|
|                           |                  | DATE           | -     |
| Lexington Fire Department |                  |                |       |
| 219 E Third Street        | PURCHASER'S NAME |                |       |
|                           | STREET ADDRESS   |                |       |
| Lexington                 | Ky               |                | 40508 |
| Assistant Gary Harris     | STATE            | 859-231-5      | ZIP   |
|                           |                  |                | 0079  |
| CONTACT                   |                  | BUSINESS PHONE |       |

| YEAR: 2025 CHASSIS: Frrightliner M-   | -2 4x2 Diesel                     | BODY: AEV X-Series Aluminum Medium Duty Custom Ambi   | ulances       |
|---|-----------------------------------|---|---------------|
| TYPE: Medium Duty COLOR: Red  | TRIM:                             | STOCK #:  |               |
| VIN:  | FTID #:                           |   |               |
| TO BE DELIVERED WITHIN * SALES REP  | RESENTATIVE: Ric                  | ck Driskill FIN:                                      |               |
|   |                                   | SHOP ORDER CONFIRMATION                               |               |
|   | CASH PRICE OF                     |   | PRICE         |
| 2025 AEV X-Series Alumium Custom 172"x96" Wide Ambulance- to match specifications provided on 5-23-2024 |                                   |   | \$ 430,770.00 |
| 025 M-@ Frieghtliner M2 106 Plus 4x2 Chassis  |                                   |   | Inculded      |
| Graphics and Lettering Package  |                                   |   | Inculded      |
| nstallation of Customer Supplied Stryker POwerload System   |                                   |   | Inculded      |
| optional Danhard 125V HVAC System in addition to the two systems already inculded in the specifications |                                   |   | 6,500.00      |
| EV/ARV Discount   |                                   |   | (5,000.00)    |
| Contingency Fund for additional options added by Lexington FD   |                                   |   | 10,000.00     |
| Pre-Payment discount  |                                   |   | (8,270.00)    |
| Performance Bond cost per unit  |                                   |   | 1,936.00      |
| inal Total  |                                   |   | 435,936.00    |
| HGAC Fee per Purchase Order,AM 10-23 AMerican Emergnecy Vehicles with ARV as the Licensed Contractor    |                                   |   | 1,000.00      |
| **Contingency funds to only be used when authorized by L  | exington FD for change            | es requested by LFD personal. These funds             |               |
| to be credited on Final Invoice if unused, or remaining bal   | lance adjusted accordin           | gly.  | 5.71          |
| ** This unit to start production at or near the same estimated August 2026. this                        | s will be based on reciept of cha | assis from Freightliner.                              |               |
| ** Pricing to be protected from order to date of final deliver  | y, Customer reserves th           | ne right to make changes with no additional fees      |               |
| until Final Order Confirmation which occurs 6-8 months pr   | ior to production start a         | t AEV   |               |
|   |                                   |   |               |
| •   |                                   |   |               |
| USED VEHICLE TRADE-IN AND/OR OTHER CREDITS  | CASH SALE                         | PRICE OF DESCRIBED MOTOR VEHICLE                      | \$ 436,936.00 |
| MAKE OF TRADE-IN:   | DELIVERY                          |   | \$ Inculded   |
| YEAR: MODEL: BODY:  | 1. TOTAL F                        | PRICE OF UNIT   | \$ 436,946.00 |
| VIN:  | 2. TOTAL I                        | DOWN PAYMENT:   |               |
| USED TRADE-IN ALLOWANCE \$  |                                   | CONSISTING OF 0.0 IN CASH AND/OR                      |               |
| DEPOSIT OR CREDIT BALANCE   | \$ <u>N/A</u>                     | NET TRADE-IN ALLOWANCE ON                             | 0.0           |
| DOWN PAYMENT (TRANSFER TO RIGHT) \$   |                                   | IN; SEE STATEMENT IN LEFT HAND<br>N FOR DETAILS.      | 14            |
|   |                                   | CASH BALANCE DUE ON DELIVERY ICE BETWEEN ITEMS 1 & 2) | \$ 436,936.0  |

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. HERBY 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 HERBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

THIS ORDER IS A BINDING CONTRACT AFTER ACCEPTANCE BELOW BY AMERICAN RESPONSE VEHICLES' AUTHORIZED REPRESENTATIVE.

| WILLIAM  |
|--|
| THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AND CONCERNING  |
| CAME HAD BEEN MADE OF ENTERED INTO OF WILL IT BE RECOGNIZED NEEDED FOR THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE DIRECHASE OF THIS MOTOR VEHICLE  |
| SAME HAS BEEN MADE ON ENTERED INTO, ON WILL IT BE RECOGNIZED THE PONOTAGE OF THIS MOTOR VEHICLE  |
| EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT HAVE READ THE MACTER PRINTED ON THE BACK HEREOF, AND AGREE TO JT AS A PART OF THIS ORDER THE SAME AS  |
| SAME HAS BEEN MADE OR ENTERED INTO, OR WILL IT BE RECOGNIZED. HEREIN A ENTEY 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. HAVE READ THE WASTERPRINTED 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 LESTLAGENESS AS AS NOWLEDGE RECEIPT OF A COPY OF THIS OFDER.   |
| IN INVESTED ABOVE WIT GROWN ONE. TO STILL THAT TAM OF LEGISLATION OF THE PROPERTY OF THE OFFICE ABOVE THE THE PROPERTY OF THE OFFICE ABOVE THE OFFI |

PURCHASER'S SIGNATURE DATE

AMERICAN RESPONSE VEHICLES, INC. AUTHORIZED REPRESENTATIVE

## ADDITIONAL TERMS AND CONDITIONS

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 therefor.
- 8. <u>USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:</u> 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.
- 9. 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.
- 10. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
- 11. Failure or refusal to accept delivery: should the Purchaser fail or refuse to accept delivery, 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 incurred and reasonable profit on the ordered vehicle.
- All costs and expenses incurred by American Response Vehicles, Inc. for work accepted by the Purchaser prior to American Response Vehicles, Inc. receipt of the notice of termination, plus a reasonable profit for said work.