

Stonewell Bodies

AGREEMENT OF SALE FOR COMMAND ACCESS VEHICLE

THIS AGREEMENT is made between **Stonewell Bodies and Machine Inc. (Stonewell)** and:

Legal Name of Buyer: Lexington Fayette Urban County Government
Address : 200 East Main Street Lexington, KY 40507
Phone Number : (859) 425-2255
REFERENCE: BID 169-2024 Command Vehicle Uplift

ACCEPTANCE:

Stonewell agrees to sell, and Buyer agrees to purchase (2) Command Access Vehicle (s) described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

This offer is valid for 30 days from 12/29/2024 and shall expire on 1/30/2025.

1. DELIVERY SCHEDULE:

The Command Access Vehicle shall be ready for transport in approximately "360" ____ days after delivery of chassis to Stonewell. This time frame is subject to extension due to changes made by Buyer or in accordance with Sections 4 or 10,11,12 below.

2. PRICE:

Buyer shall pay Stonewell Bodies & Machine Inc. the purchase price for the installation of the Command Access Vehicle in the sum of **\$140,759.00 for (2) two CAVs** U.S. Dollars.

This purchase price **excludes** taxes. Responsibility to pay taxes are with the buyer. Any applicable taxes not specifically noted above will be paid by the Buyer directly or will be added to the purchase price and paid by Buyer. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and hold harmless Stonewell Bodies & Machine Inc. harmless from any such tax, interest or penalty, which may at any time be assessed against Stonewell Bodies & Machine Inc. as a result of this transaction.

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3. TERMS OF PAYMENT SHALL BE:

Due upon signing: **\$46,919 for 2 CAVs**

Due upon video conference inspection after "30" days of build **\$46,919 for 2 CAVs**

Due upon completion and video or in-person (at your cost) inspection prior to shipping **\$46,920 for 2 CAVs**

Applicable method of payment for remaining balance due: Check or wire transfer.

In the event of a dispute, Stonewell Bodies shall have the right to collect, from the purchaser, reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this agreement. The vehicle shall not be put in service until full payment is paid to the manufacturer.

4. CONTINGENCIES:

Stonewell will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood, or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of these entities which prevent or hinder the manufacture and/or delivery of the Command Access Vehicle.

5. WARRANTY:

Stonewell provides a limited warranty on new Command Access Vehicle of its own manufacture in accordance with the warranty terms set forth in the Specifications provided. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STONEWELL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION. This warranty starts upon placing the vehicles in service not to exceed 6 months after delivery.

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6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:**

Stonewell 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 COMMAND ACCESS VEHICLE, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

7. **CANCELLATION:**

This contract is not subject to cancellation by Buyer, unless for material breach by Stonewell Bodies, except upon payment to seller of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by seller and seller's anticipated profit.

8. **ENTIRE AGREEMENT; AMENDMENTS:**

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Stonewell has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

9. **SEVERABILITY:**

If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

10. **CHANGES IN COMMERCIAL SPECIFICATIONS:**

Specifications for all commercial components of the Command Access Vehicle, manufactured by companies other than Stonewell are subject to change without notice. Specifications for such

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components will be as available at the time of manufacture of the Command Access Vehicle. Stonewell shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

11. CHANGES IN REGULATIONS/INDUSTRY STANDARDS:

The Purchase Price is subject to adjustment for changes to the Command Access Vehicle necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Stonewell Bodies and Stonewell Bodies & Machine Inc.'s control.

12. CHANGE ORDERS:

Changes in the build contract may be submitted to Stonewell. These changes must be in writing and when necessary, drawings may be required. Dependent on where in the build process the CAV is, the change order may be accepted or rejected by Stonewell. The cost of the change will be added on to the total cost of the CAV. This new price must be approved and agreed to in writing by the purchaser. While change orders are being processed, the completion date shall be extended according to the days spent processing the change order as well as the time needed to complete the changes.

IN WITNESS WHEREOF, Buyer and Stonewell Bodies & Machine Inc. have caused this agreement to be executed by their duly authorized representatives this day of:

PURCHASER: LFUCG

Print Name: Linda Gorton

Signature: Linda Gorton

Title: Mayor

Date: 2/18/2025

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This contract is not a valid and binding obligation until approved, dated and executed by Stonewell Bodies & Machine Inc. inc.

ACCEPTED AND APPROVED

Stonewell Bodies & Machine, Inc.

Print Name: Luigi Sposito

Signature: 

Title: CEO

Date: 2-13-25