



PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Finley Fire Equipment Co., an Ohio corporation, ("Company"), and City of Green Fire Department ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "Company Proposal" means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. "Acceptance" The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. For good and valuable consideration, this Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of ~~\$670,604~~ ("Purchase Price"). Prices are in U.S. funds. Unless otherwise provided in Exhibit A, payment shall be due upon pick-up of the completed apparatus or FOB destination.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery

resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative. The acceptance of any proposed Change Order is in the Company's sole discretion. The Customer shall continue be bound by this Agreement to the extent this Agreement does not conflict with any accepted Change Order.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.
8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 14 months of the Effective Date of this Agreement, F.O.B. 5255 North State Route 60 NW, McConnellsville, Ohio 43756. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.
9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by email (if provided) and one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Finley Fire Equipment Company
c/o John W. Finley
5255 North State Route 60 NW
McConnellsville, Ohio 43756
jwfinley@finleyfire.com

Customer
City of Green Fire Department

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

- a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR

CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

- b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.
11. Confidentiality. The Customer agrees that the terms of this Agreement, including but not limited to, pricing information, are strictly confidential ("Confidential Information"). The Customer will not knowingly publicize or disclose, or cause to be publicized or disclosed, any Confidential Information, for any reason, at any time, without the prior written consent of Company. Notwithstanding the above, the Customer may disclose Confidential Information to its attorneys, accountants, bankers, or if required by law.
12. Non-Disparagement. The Customer shall not disparage or defame Company or any other business owned by John W. Finley, in any respect, or make any derogatory comments, whether written or oral, regarding Company or its current or former members, managers, employees, attorneys, agents, or contracting parties, or its business or operations. This provision shall survive the cancellation or termination of this Agreement.
13. Indemnification. The Customer shall indemnify, defend and hold harmless Company, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Company which are not caused by the sole negligence of Company.
14. Force Majeure. Company shall not be responsible nor deemed to be in Default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
15. Default. The occurrence of one or more of the following shall constitute a Default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other provision of this Agreement, or any other contract or agreement with Company.
16. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

17. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.
18. Specific Performance. It is expressly agreed that in the event of a breach of this Agreement by either of the parties, money damages will not afford an adequate remedy, and the non-breaching party will suffer irreparable injury. In the event of any such a breach, and in addition to any other rights or remedies which may be provided by law or this Agreement, the non-breaching party shall have the right to specific performance of the breaching party's obligations under this Agreement by way of temporary and permanent injunctive relief, without the need to post any bond.
19. Successors; Assignment. This Agreement shall be binding on the parties and their respective successors and assigns, if properly assigned. The Customer may not assign its rights and obligations under this Agreement unless it has obtained the prior written approval of Company.
20. Governing Law; Jurisdiction. Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Ohio. Venue shall be in Morgan County, Ohio.
21. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY ARISING OUT OF THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED ISSUES. THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY FOR ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT.
22. Electronic or Fax Signatures. The delivery of signatures to this Agreement by electronical means or facsimile transmission shall be binding as original signatures.
23. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative. This Agreement may be executed in counterparts.
24. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

FINLEY FIRE EQUIPMENT COMPANY CUSTOMER

Name: _____ me: _____

Signature: _____ ure: _____

Title: _____

Date: _____

Electronic
Signature

EXHIBIT A

PURCHASE DETAIL FORM Finley Fire Equipment Company

Date: 1/30/2018

Customer Name: Green Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Impel	Tanker	\$670,604
			\$
			\$
			\$
			\$

Warranty Period: As outlined in the included Pierce Proposal.

Training Requirements: As outlined in the included Pierce Proposal.

Other Matters: If the customer wishes to Prepay \$643,972, a prepay discount of \$26,632 would be applied to the contract price. The Prepay is due 15 days of contract signing.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: 15 days after signing of Finley Contract. This in accordance to Ohio STS 800180.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold in the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Ohio.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF January 30, 2017 BETWEEN FINLEY FIRE EQUIPMENT COMPANY AND THE CUSTOMER WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

As outlined in the included Pierce Proposal.

EXHIBIT C

FINLEY FIRE EQUIPMENT COMPANY PROPOSAL

Has been provided to the customer.