



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Icarus Fire and Equipment Company LLC d/b/a Superior Equipment (“Superior”), and Truckee Meadows Fire Protection District, a Fire District (“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 Customer by Superior pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Superior Proposal for the Product prepared in response to Customer’s request for proposal.
- c. **“Superior Proposal”** means the proposal provided by Superior attached as Exhibit C prepared in response to Customer’s request for proposal.
- d. **“Delivery”** means the date Superior is prepared to make physical possession of the Product available to Customer.
- e. **“Acceptance”** Customer shall have ten (10) business days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Superior receives a Notice of Defect within ten (10) business days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Superior’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Superior’s authorized representative pursuant to Section 22 hereof (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$ Two Million Eight Hundred Fifty Seven Thousand Seventy Four Dollars and twenty four cents or \$2,857,074.24 (Purchase Price”). Prices are in U.S. funds and include sales and/or use taxes. If Customer shall fail for any reason to make any such payment(s) in a timely manner, Superior may: (i) demand full or partial payment in advance as a condition to further business; (ii) modify payment terms on outstanding orders; (iii) withhold delivery of Product until payment is made in full; (iv) demand additional security; and/or (v) terminate this Agreement in accordance with Section 7 of this Agreement.

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 and will be paid by 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, Superior will document and itemize any such price increases for Customer.

6. Agreement Changes. Customer may request that Superior incorporate a change to the Products or the Specifications for the Products by delivering a change order to Superior; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Superior to evaluate the feasibility of such change (“Change Order”). Within seven (7) business days of receipt of a Change Order, Superior will inform 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. Superior shall not be liable to Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Superior’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Superior 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 Superior; (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. Superior 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 Superior upon sale of the Product to another purchaser, plus any costs incurred by Superior to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 10.5-11.5 months of the Effective Date of this Agreement, F.O.B. Superior's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have ten (10) business 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 Superior with written notice sufficient to permit Superior to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Superior within thirty (30) days from the Notice of Defect. In the event Superior does not receive a Notice of Defect within ten (10) business days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer. Superior will not be responsible for failure to deliver goods on time, or to fill orders where prevented by causes outlined in Section 13, below.

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 one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Superior Manufacturing
Director of Order Management
7285 South 700 West
P.O. Box 399
Midvale, UT 84047
Fax (801) 565-0671

Customer
Truckee Meadows Fire Protection District
PO Box 11130-Reno, Nevada 89520

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

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SUPERIOR NOR ITS 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. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

b. Exclusions of Incidental and Consequential Damages. In no event shall Superior 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 Superior's own negligence, or otherwise.

11. Insurance. Superior maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$2,000,000
Each Occurrence: \$2,000,000

Customer may request: (x) Superior to provide Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Superior insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. Customer shall indemnify, defend, and hold harmless Superior, 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 Customer's purchase, installation, or use of goods sold or supplied by Superior.

13. Force Majeure. Superior shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Superior's control which make Superior'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.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Superior 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) Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) Customer is in default or has breached any other contract or agreement with Superior.

15. 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 Superior 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 Superior until the Purchase Price for that Product has been paid in full. In case of any default in payment, Superior 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.

16. 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 venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Utah.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by Customer shall not be applicable, unless accepted in writing by Superior's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Superior's authorized representative.

21. Conflict. In the event of a conflict between Customer Specifications and the Superior Proposal, the Superior Proposal shall control. In the event there is a conflict between the Superior Proposal and this Agreement, the Superior Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Superior's authorized representative.

Accepted and agreed to:

SUPERIOR EQUIPMENT

Name: _____

Title: _____

Date: _____

CUSTOMER: Truckee Meadows Fire Protection District

Name: _____

Title: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Superior Manufacturing
Director of Order Management
7285 South 700 West
Midvale, Utah 84047
Fax (801) 565-0671

Date: 1/8/2019

Customer Name: Truckee Meadows Fire Protection District

Quantity	Chassis Type	Body Type	Price per Unit
4	Quantum	PUC Pumpers	\$714,174.42
4	Prepay Discount	Chassis Discount	\$(12,194.27)
4	Prepay Discount	Interest Discount	\$(9,157.11)
	Total With Prepay		\$692,823.04

Warranty Period: 1 year bumper to bumper

Training Requirements: provided by Superior Equipment

Other Matters: Fire Rescue GPO discounts are already included in the purchase Price along with the fee.

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

Payment Terms: Pricing is good until January 31st 2020. Should Truckee Meadows elect to take advantage of prepay discounts the funds must be received in full by March 13th 2020.

[NOTE: If deferred payment arrangements are required, Customer must make such financial arrangements through a financial institution acceptable to Superior.] All taxes, excises and levies that Superior 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 Superior to Customer shall be for the account of 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. Superior 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), Customer may withhold up to five percent (5%) of the Purchase Price until such time that Superior substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Superior shall have and retain a purchase money security interest in all goods and products now or hereafter sold to Customer by Superior 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 Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Superior, Superior 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 Utah.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF 1/8/2020, BETWEEN SUPERIOR MANUFACTURING AND TRUCKEE MEADOWS FIRE PROTECTION DISTRICT 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 SUPERIOR MANUFACTURING HEREIN.

EXHIBIT B

WARRANTY

SEE PROPOSAL

EXHIBIT C

SUPERIOR PROPOSAL

SEE ATTACHED PROPOSAL