

## SALES AGREEMENT

This agreement, made by and between Danko Emergency Equipment Co. (the Company) of Snyder, Nebraska and Nederland Fire Protection District (Buyer).

**WITNESSETH:** The Company agrees to deliver, upon the following terms and conditions, the apparatus and equipment described in the proposal and specifications attached hereto as a part of this agreement and contract.

**DELIVERY:** The apparatus and equipment covered by this contract shall be delivered FOB Braun, Van Wert, OH within approximately 730 calendar days after acceptance of contract at the Company. Payment of the total purchase price will be made by Nederland Fire Protection District FOB at time of final delivery.

**SPECIFICATIONS:** It is specifically understood and agreed that the specifications in the attached proposal shall control, notwithstanding any other specification, written or oral, heretofore supplied or considered.

**PRODUCT PURCHASED:** (1) Braun Liberty, Type -I Ambulance - RAM 4500 Regular Cab 4X4 Diesel Chassis, per Braun Specifications (Upon Availability)

**PAYMENT:** Buyer agrees to purchase and pay for the aforesaid apparatus the total sum of: (\$ 333,943.00) Three hundred thirty three thousand nine hundred forty three dollars and no/00--

**TERMS:** To be paid in full upon acceptance of inspection at Braun facility, Van Wert, OH Department agrees to pay any and all inspection travel costs for all department personnel to include ambulance delivery costs from Van Wert, OH to Nederland, CO.

(There is a \$5,000.00 graphics credit included in the price to be applied after delivery.)

All payments of any nature must be paid directly from the Buyer to Danko Emergency Equipment Company, 302 East 4<sup>th</sup> Street, Snyder, Nebraska.

**AUTHORITY:** Only authorized officers of the Company may act for and on its behalf, and all other representations hereafter made are not binding upon the company.

**COMPLETENESS:** Buyer has fully read and understands this Sales Agreement. The Buyer acknowledges that this Sales Agreement is the full and complete agreement of the Company and Buyer and that any and all earlier discussions, dialogue and negotiations are merged into this Sales Agreement. Buyer asserts that there are no warranties, agreements, or understandings written or oral which in any manner alter, abridge, or conflict with the terms of the Sales Agreement. Buyer further understands that when accepted the Company this Sales Agreement may not be altered, modified, or abridged except with a formal, properly executed Change Order that has been signed by an authorized person for both the buyer and the Company.

**COMPLETION:** The Products shall be completed by the Company as outlined in this Agreement. This date is only approximate and is subject to delays caused by war, fire strike, Acts of God, shortages of materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other fact or event beyond the Company's control, none of which factors or events shall give rise to any liability on the part of the Company, whether for general, incidental, or consequential damages. Any such delay shall not constitute grounds for cancellation by Buyer.

**SURCHARGE:** If, during the agreement term, any existing orders are change by the manufacturer's (the Company) supplier after the issuance of a purchase order; or any new laws or regulations are enacted that require the Company to make substantial and unanticipated expenditures (whether capitalized or otherwise) with respect to the components ordered or with respect to the services provided hereunder, the Company may, subject to the terms of this paragraph impose a surcharge (a "Surcharge") to cover the customer's pro rata share of the cost of complying with these increase costs, laws or regulations.

**TAXES:** Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or us tax imposed upon the Company, Buyer of the Products. If the Products are exempt from taxes upon the proper execution of an exemption certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

**TERMS OF PAYMENT:**

- a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.
- b) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

**The Buyer** will receive written notice once the Vehicle is ready for inspection. The Company requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

**Use of Equipment; Indemnification:** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by the Company; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered, or bypassed. Buyer agrees to indemnify and hold the Company harmless from and against all claims, damages, and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach of Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

**CANCELLATION:** This Agreement is subject to cancellation by the Buyer. In the event of a cancellation, both parties shall agree to appropriate cancellation charges. Appropriate cancellation charges shall take into account expenses already incurred and Commitments made by the Company.

**LIMITED WARRANTY:** The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, The Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than specified in the operation and handling instructions provide by the Company, or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

**WARRANTY DISCLAIMER:**

There are not warranties which extend beyond the description of the face hereof except as expressly set forth herein. The limited warranty granted by the company to the buyer herein shall be in lieu of all other warranties, express or implied. The company disclaims any implied warranty of fitness of the products for a particular purpose. No promise or affirmation of fact shall constitute warranty by the company or give rise to any liability or obligation of the company.

This Agreement, including its appendices and attachments, 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 the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

**IN WITNESS WHEREOF**, the Buyer and the Company have caused this Agreement to be executed by their dully authorized representatives this 17 day of August 2023.

**ROR/SALESMAN:**

ROR/Dealership: Danko Emergency Equipment

Sales Representative: Bryan Merritt

Date: 08 / 17 / 2023

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**CUSTOMER'S AUTHORIZED SIGNATURE/SIGNATURES:**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone Number: \_\_\_\_\_

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**DANKO:**

By: \_\_\_\_\_

Danko Emergency Equipment  
Mark A. Kreikemeier, President

Date of Sales Agreement Acceptance: \_\_\_\_/\_\_\_\_/\_\_\_\_