

BANNER

FIRE EQUIPMENT, INC.

AGREEMENT

This Agreement ("Agreement") is made this 27th day of November, 2017, by and between Banner Fire Equipment, Inc., 4601 Hedge Road, Roxana, Illinois, 62084 (hereinafter "Company") and the City of Collinsville, Illinois (hereinafter "Buyer").

1.) Purchase: The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

2.) Price: Buyer agrees to pay a purchase price of Five Hundred Nineteen Thousand Eight Hundred Twenty dollars, (\$519,820.00) Unless otherwise specified, this Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

Contract pricing based on the following:

E-One All Aluminum Custom pumper apparatus mounted on an E-One Typhoon custom chassis with Cummins ISL9 450hp engine, 1500 gpm pump, per specifications.----- **\$529,900.00**

Long Cab Option----- **\$4,000.00**

Full prepayment discount----- **(\$14,080.00)**

Grand total----- **\$519,820.00**

Buyer agrees that the terms of payment shall include a full payment of **\$519,820.00** within 21 calendar days of the execution of this contract.

PAYMENTS

CUSTOMER SHALL MAKE ALL PAYMENTS, INCLUDING DEPOSITS AND PARTIAL PAYMENTS, TO THE COMPANY ONLY. ALL CHECKS SHALL BE MADE PAYABLE TO **BANNER FIRE EQUIPMENT, INC.** NO OTHER PAYEE SHALL BE NAMED.

3.) Pre-Build: If included in the specifications, a pre-build conference will be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Agreement.

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Warranty which are either attached to the Agreement or have otherwise been delivered to Buyer. Buyer hereby acknowledges receipt of the Company's preprinted Statements of Warranty.

With respect to any Apparatus not manufactured by the Company, such items shall not be warranted by the Company but shall be subject to the warranty provided by the manufacturer.

These warranties are in lieu of all other warranties, whether express or implied, and THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.) Notices: The parties to this Agreement designate Chief Kevin Edmond as representative of the Buyer and Michael J. Benker as representative of the Company for purposes of all communications regarding this Agreement.

10.) Waiver of Jury Trial: The parties to this Agreement agree that any dispute arising hereunder, if brought before a court having proper jurisdiction, shall be adjudicated in a bench trial and the parties expressly waive any right to have such matter(s) tried before a jury.

11.) Entire Agreement: This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

12.) Acceptance by Company: This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices in Roxana, Illinois. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

BUYER:

CITY OF COLINSVILLE, IL.

By: _____

Title: _____

Date: _____

COMPANY:

BANNER FIRE EQUIPMENT, INC.

By: _____
Michael J. Benker

Title: Dealer Principal

Date: _____

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4.) **Delivery:** The Apparatus shall be delivered F.O.B. Roxana, Illinois approximately 330-360 calendar days after receipt of and execution of this Agreement by Buyer and the receipt and execution of same by the Company at its offices in Ocala, Florida. It is agreed that such delivery is subject to delays caused by war, acts of god, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

5.) **Customer Factory Inspection:** If requested at time of order, Buyer will have up to ten (10) business days from the notified completion date to conduct Buyer's final factory inspection.. Otherwise, delivery will be deemed to occur on the notified inspection date. In the event that Buyer fails to make inspection of the Apparatus on the notified completion date (or within the ten (10) business day period thereafter, if applicable), Company reserves the right thereafter, at Company's option:

a. to arrange for shipment of the Apparatus to the dealer by the drive-away service of Company's choice, at Buyer's sole expense, and to charge the Customer the full invoice price for the Apparatus, which shall be paid for in the manner specified in paragraph 2; or

b. to dispose of the Apparatus by sale to any other party, and if the price received on account thereof shall be less than the price specified in paragraph 2, Buyer shall be liable for the difference together with all costs of disposal; or

c. to hold the Apparatus at the Company's plant until such time as Buyer makes inspection, and to charge Buyer a storage fee for each day, calculated pro-rata for each day at an annual rate of 18% on the price specified in paragraph 2.

Buyer shall bear the risk of loss or damage to all Apparatus remaining in the possession of the Company after the notified completion date (or more than ten (10) business days after the notified delivery date, if applicable) except when the Apparatus is in the possession of a Company contracted drive-away service.

This section of the contract does not apply if a total prepayment of the contract is made.

6.) **Buyer's Cancellation for Convenience.** If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

7.) **Title:** The Company and Buyer agree that the Manufacturer's Certificate of Origin shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, the Certificate of Origin shall remain with the Company until the Apparatus leaves Company premises in the physical custody of the Buyer. Certificate of Origin will be sent to customer within ten business days after pick up of vehicle. Upon pick up by Buyer, responsibility for title application, ownership and risk of loss shall pass from Company to Buyer.

8.) **Warranty:** The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of one year from the in-service date per the Warranty Registration Card. Warranties beyond one year may be applicable to certain components of the Apparatus as described in the Statements of Warranty previously provided to the Buyer. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of