



IN SERVICE TO SERVE YOU

Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List (or for ambulance sales, the Quotation, or Order Form, as applicable), Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

**Date:** December 1, 2021 ("Proposal Date") **Customer:** City of Oakland Park Fire Rescue ("Customer")

**Customer Address:** 2100 NW 39th Street, Oakland Park, FL 33309

Quantity	Product Description & Options	Price
2	2023 Osage Super Warrior Ambulance, built on 2023 International MV607 chassis.  Per the attached drawings and specifications  Pricing based on Florida Sheriff's Association Contract #FSA20-VEF14.01	\$314,967.00
<b>Purchase Price:</b>		<b>\$629,934.00</b>

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 14-16 (months) after Company receives Customer's acceptance of this Proposal as defined below. Actual completion will var based on chassis delivery.

**Other:** Delivery is based on current chassis and supply chain constraints.

Unless accepted within 60 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT,** Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

**Customer:** City of Oakland Park Fire Rescue

**Ten-8 Fire & Safety, LLC**

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

By: *Michael Day*

Title: \_\_\_\_\_

Title: **Authorized Sales Representative**

Print: \_\_\_\_\_

Print: Michael Day

Date: \_\_\_\_\_

Date: December 7, 2021

EXHIBIT A

**PROPOSAL OPTION LIST**  
**(OR FOR AMBULANCE SALES, THE QUOTATION, OR ORDER FORM, AS APPLICABLE)**

Dealer Name: Ten-8 Fire & Safety  
Salesperson: Michael Day  
Customer Name: Oakland Park Fire Rescue  
& Address: 2100 NW 39th Street

Shipping Address: Oakland Park Fire Rescue

Fleet Number: \_\_\_\_\_

Contact Name: Vincent Cicione

Email: [vincent.cicione@oaklandparkfl.gov](mailto:vincent.cicione@oaklandparkfl.gov)

Phone: 954-445-9647

Fax: \_\_\_\_\_

Chassis Type: International MV607

Osage Unit #: \_\_\_\_\_

VIN: \_\_\_\_\_

Qty			
		<b>MEDIUM DUTY CHASSIS - SUPER WARRIOR CUSTOM BODY</b>	
<u>1</u>		2023 International MV607 Chassis only	<u>\$80,000.00</u>
<u>1</u>		2168/International Med-Duty (CONVERSION)	<u>\$140,865.00</u>
		<b>Warning &amp; Intersection Lights, Wig-Wag</b>	
<u>13</u>	W-01	Chrome Flanges for 9 x 7 (per light)	<u>\$195.00</u>
<u>10</u>	W-02	Chrome Flanges for 7 x 3 or 6 x 4 Lights	<u>\$150.00</u>
		<b>LED Strip Lighting</b>	
<u>6</u>	W-10	Whelen Strip-Lite, Red or Amber (Chevron Style Lights on Rear of Body)	<u>\$1,440.00</u>
<u>4</u>	W-11	Whelen Strip-Lite, Blue or White (Chevron Style Lights on Rear of Body)	<u>\$1,300.00</u>
		<b>Whelen Smart Linear LED's</b>	
<u>1</u>	W-15	Additional 900 Solid LED, R, B or A (RED on front face of body)	<u>\$245.00</u>
<u>4</u>	W-22	700 LED I.L.O. ION-T (Grille Lights, Red)	<u>\$200.00</u>
<u>2</u>	W-24	Additional 700, R/B or R/A (Chassis Intersection Lights)	<u>\$550.00</u>
<u>4</u>	W-26	Additional 600 LED, R, B or A (Red, 2 per side per drawing)	<u>\$880.00</u>
<u>2</u>	W-29	Additional 500 LED, R, B or A (Front of AC Condenser)	<u>\$340.00</u>
<u>1</u>	W-31	Additional 500 LED, All or 1/2 Clr (Front of AC condenser, centered)	<u>\$215.00</u>
<u>6</u>	W-50	Whelen ION-T (Red, 2 per patient entry door)	<u>\$1,290.00</u>
<u>6</u>	W-52	Add Any Light to Interior of Door (Add to Light Price)	<u>\$240.00</u>
		<b>Siren &amp; Speakers</b>	
<u>1</u>	W-67	Federal Rumbler (Only Available w/ Federal Siren, Whelen 295 Sirens, Signal #SS700-008, Code 3 VCON & 3997RS, Carson SC-4074 Commander)	<u>\$1,020.00</u>
<u>2</u>	W-69	Federal PA-300 (Add a second siren for a total of 2)	<u>\$450.00</u>
		<b>Exterior Lighting</b>	
<u>1</u>	W-89	Techniques E-41 LED Strip Lighting in all Compartments	<u>\$675.00</u>
		<b>Additional Emergency &amp; Exterior Lighting &amp; Siren Options &amp; Special Instructions</b>	
<u>2</u>		<b>Whelen 24" Freedom Angled on cab per drawing</b>	
		<b>Inverters, Chargers, Batteries, Shorelines &amp; Outlets</b>	
<u>1</u>	E-03	Vanner Inverter / Conditioner w/ Remote Switch, Model 20-1050-CUL	<u>\$1,575.00</u>
<u>1</u>	E-10	Upgrade to Kusmaul Auto Eject Shoreline Plug, 20 Amp	<u>\$390.00</u>
		<b>Outlets &amp; Interior Lighting</b>	
<u>1</u>	E-13	110 V Outlet, Additional per Outlet (Action Area)	<u>\$95.00</u>
<u>2</u>	E-16	Dual USB Outlet (1 action area, 1 cab console)	<u>\$160.00</u>
<u>2</u>	E-20	Check-Out Lights, 2 - 12 Volt LED, 36",	<u>\$1,180.00</u>
<u>1</u>	E-23	Power Door Lock Control Head	<u>\$480.00</u>
<u>9</u>	E-24	Power Door Lock Per Door	<u>\$1,260.00</u>
		<b>Switches &amp; Secure Idle</b>	
<u>1</u>	E-35	Hidden Switch in Grill for Door Locks	<u>\$175.00</u>
		<b>Pre-wires, Radios, Intercom, &amp; Clocks</b>	
<u>2</u>	E-38	Antenna Pre-Wire, (additional per Pre-Wire)	<u>\$80.00</u>
<u>2</u>	E-39	Pre-Wire & Ground for Radio, (additional per Pre-Wire)	<u>\$100.00</u>
		<b>V-Mux Options</b>	
<u>1</u>	E-47	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis')	<u>nc</u>
<u>1</u>	E-48	Park Brake Override Switch	<u>nc</u>
<u>1</u>	E-51	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)	<u>nc</u>
<u>1</u>	E-52	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)	<u>nc</u>
<u>1</u>	E-53	Up to 10 Speeds on HVAC Fan	<u>nc</u>

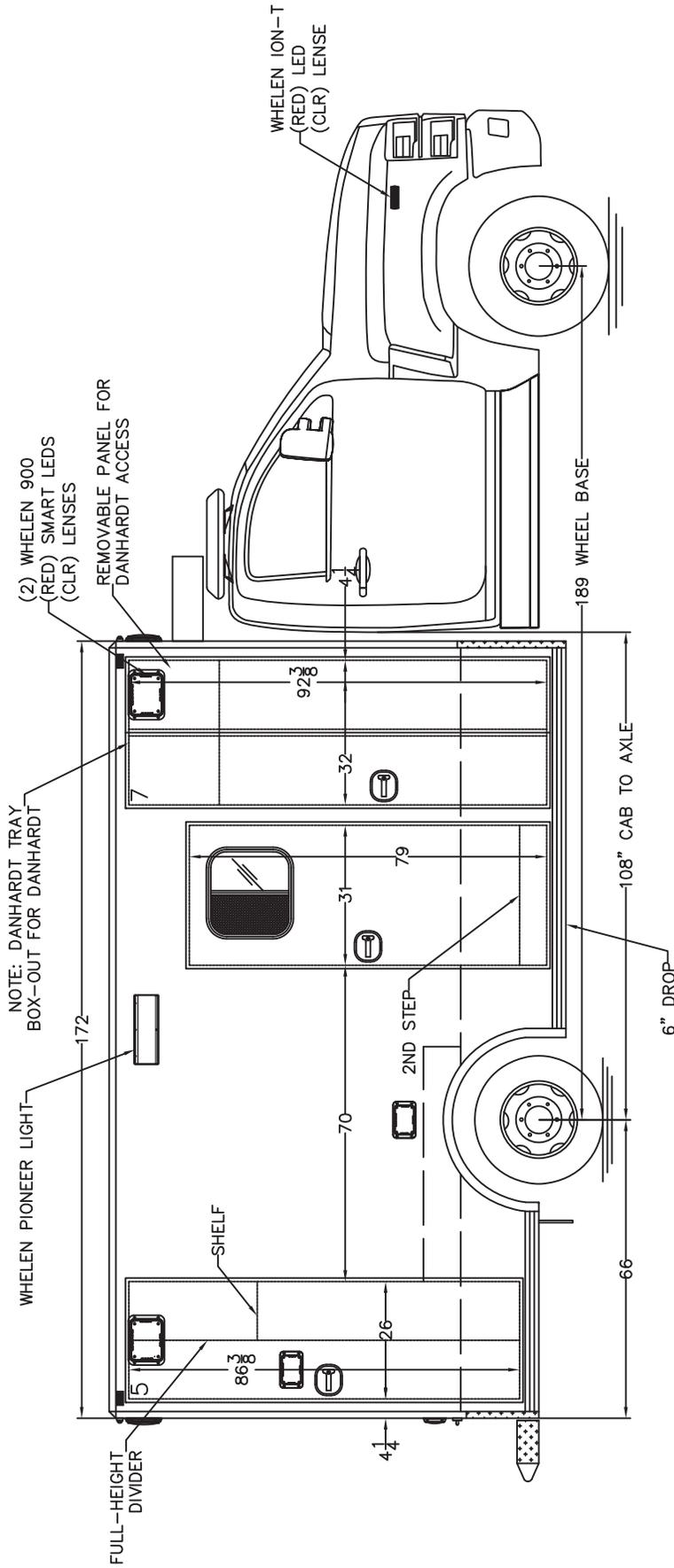
1	E-54	Custom Flash Patterns (Specify on Page 9)	nc
1	E-55	Rear Flashers on in Reverse (Specify on Page 9)	nc
1	E-56	Side Scene on in Reverse	nc
1	E-57	Brake Override	nc
<b>HVAC Systems</b>			
1	E-75	Auxiliary Condenser	\$1,185.00
1	E-76	Upcharge to Install Condensor on Front of Module	\$525.00
<b>Additional Electrical Options &amp; Special Instruction</b>			
1		Add 2nd Pro-Air 12v ac system above front wall cabinet	\$2,500.00
<b>I.V. &amp; Suction</b>			
1	M-04	Sscor VX-2 Portable / Permanent Suction I.L.O. Standard	\$810.00
<b>Cot Mounts</b>			
1	M-10	Install Dealer-supplied Power Load	\$1,200.00
<b>Oxygen</b>			
1	M-15	Additional O2 Outlet Over Squad Bench	\$175.00
1	M-19	Electric O2 Solenoid w/Switch	\$390.00
2	M-23	Zico Portable O2 Bracket QRD2 (In pass through arc)	\$600.00
<b>Laminate &amp; Vinyl</b>			
1	I-02	Custom Vinyl Color	\$200.00
1		<b>Zolatone Color: 20-62 Marble Stone</b>	
1		<b>Vinyl Color: MV-102 GUNMETAL</b>	
1		<b>Lonplate Color: #424 GUNMETAL</b>	
<b>Flooring, Aisle, Backboard Slots</b>			
1	I-06	Composite Subfloor	\$775.00
<b>Seating, Squad Bench, EMT, CPR</b>			
1	I-07	Swivel Pedestal for EVS Attendant Seat	\$450.00
1	I-10	4-Pt. Child Seat	\$590.00
1	I-22	Cargo Net, End of Squad Bench	\$495.00
<b>Cabinetry, Windows, Marker Boards, Shelves, &amp; HVAC Ducts</b>			
1		Dual Drink Holders	
1	I-30	Customize Console in Type I	\$135.00
1	I-32	ood Cabinetry	\$6,600.00
<b>Counter Tops</b>			
1		Speckled Gray	
<b>Sharps, Waste, &amp; Drawers</b>			
1	I-83	Waste Disposal thru Silk Stone Countertop into #2 Outside Compartment	\$250.00
1	I-87	Sharps & Waste in Bench w/ Flip-Up Plexiglass Lids	\$425.00
<b>Insulation &amp; Sound Deadening</b>			
1	I-95	Sound Deadening Under Floor	\$550.00
1	I-96	3M Sound Deadening on Back of Exterior Compartments	\$500.00
1	I-97	Delux Insulation on Side Entry Step	\$500.00
<b>Additional Headroom, Crawl Through (Type I), Bariatric Package</b>			
1	I-99	Crawl Through to Cab, (Type I) (As large as possible similar to BSO)	\$1,200.00
<b>Additional Interior Options &amp; Special Instructions</b>			
1		<b>Cab Console to be Aluminum</b>	\$750.00
1		<b>Custom horizontal HVAC mounted at angle in bulkhead</b>	\$1,300.00
2		<b>Build HVAC Cabinet for 12 x 12 x 1 Intake Filter</b>	\$150.00
<b>Custom Body Size, Compartments, Doors &amp; Door Window</b>			
1	EX-01	Custom body Length. Fill in Length 172"	\$700.00
1	EX-03	Additional Exterior Compartment, (separate OSS#1)	\$1,025.00
4	EX-05	Change Exterior Compartment Size	\$1,400.00
<b>Rear Bumpers &amp; Entry Steps</b>			
2	EX-38	Drop Skirt Line 6" from Right Rear Wheel to Right Front Corner. Add 2nd Entry Step, both sides	\$1,350.00
1		OSS #1 shall have (2) separate compartments and doors. - Lockable upper #1A shall have have single door and will house 110 components & inverter. Door shall be lockable manually (no power lock). Vent to exterior only Lower compartment #1B to be connected to power locks. (EX-03)	\$250.00
<b>Rub Rail, Tow Hooks, Mud Flaps, Chains</b>			
1	EX-65	Exterior Compartment (passenger side behind wheel)	(\$900.00)
<b>MISCELLANEOUS OPTIONS</b>			
1	MS-05	Delete Decal Package	(\$125.00)
<b>PAINT OPTIONS</b>			
1	P-09	Red Paint Color, (Additional Materials Cost)	\$600.00
1	P-11	Wet Sand & Buff	\$3,120.00

1	P-13	Delete Standard Beltline Paint	<u>(\$252.00)</u>
		<b>Pinstripe</b>	
1	P-22	6' Oracal Reflexite Chevron, Two Colors	\$1,500.00
1	P-28	6" Oracal Reflexite Chevron on Rear Doors, Two Colors	\$900.00
		<b>Additional Options &amp; Instructions</b>	
1		Graphics to Match pictures	\$4,500.00
1		Motorola Tri-Band radio (exact model and specifications TBD)	\$9,000.00
1		Knox Box Key Secure (exact model and specifications TBD)	\$2,750.00
1		Dealer Supplied Stryker Powerload	\$25,000.00
1		Florida Sheriff's Association Fee 3/4%	\$2,344.00
1		<b>SUBTOTAL OF OPTIONS: \$</b>	<u>\$94,102.00</u>
1		<b>(+) BASE PRICE: \$</b>	<u>\$220,865.00</u>
1		<b>TOTAL UNIT PRICE: \$</b>	<u><b>\$314,967.00</b></u>





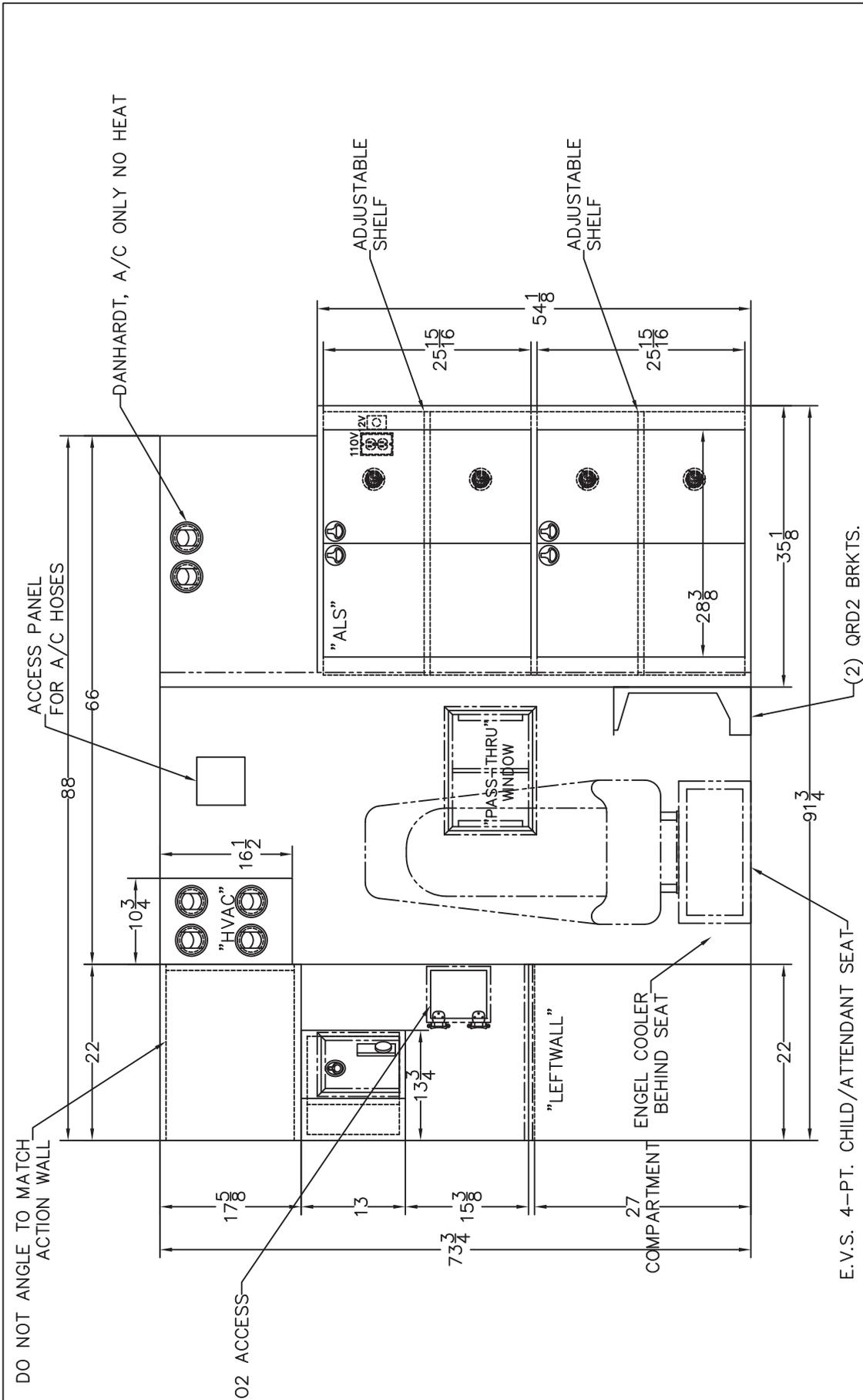




- NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
  - 2.) APPROXIMATE COMPARTMENT DEPTH=21 1/2"DEEP.
  - 3.) MODULE DIMENSIONS=172"L x 96"W x 95"H
  - 4.) INTERIOR MODULE HEAD ROOM=74"H.
  - 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS, CHROME FLANGES.
  - 6.) DOUBLE STAINLESS THRESHOLDS.
  - 7.) STYROFOAM INSULATION, WALLS & CEILING.
  - 8.) WHELEN RED ION-T ON TOP & BOTTOM OF ENTRY DOORS.

Stock/Job#:	Drawing#:	Cust. App'v/Date#:	Deal'r App'v/Date:
Osage Dealer:	OAKLAND-100C		
End Customer:	TEN-8 FIRE		
	OAKLAND PARK		
	Osage Industries, Inc. TWIN RIDGE ROAD LINN, MO. 67051		
	Drawn By:	Date:	Scale:
	S.A.H.	09-07-21	NOT TO SCALE
	Drawing Description:		
	EXTERIOR LAYOUT, CURBSIDE TYPE-I SUPER-WARRIOR		
3			
2			
1	BID DRAFT	09-07-21	SAH
Rev.#	Revision Description	Date	Rev'd App'vd

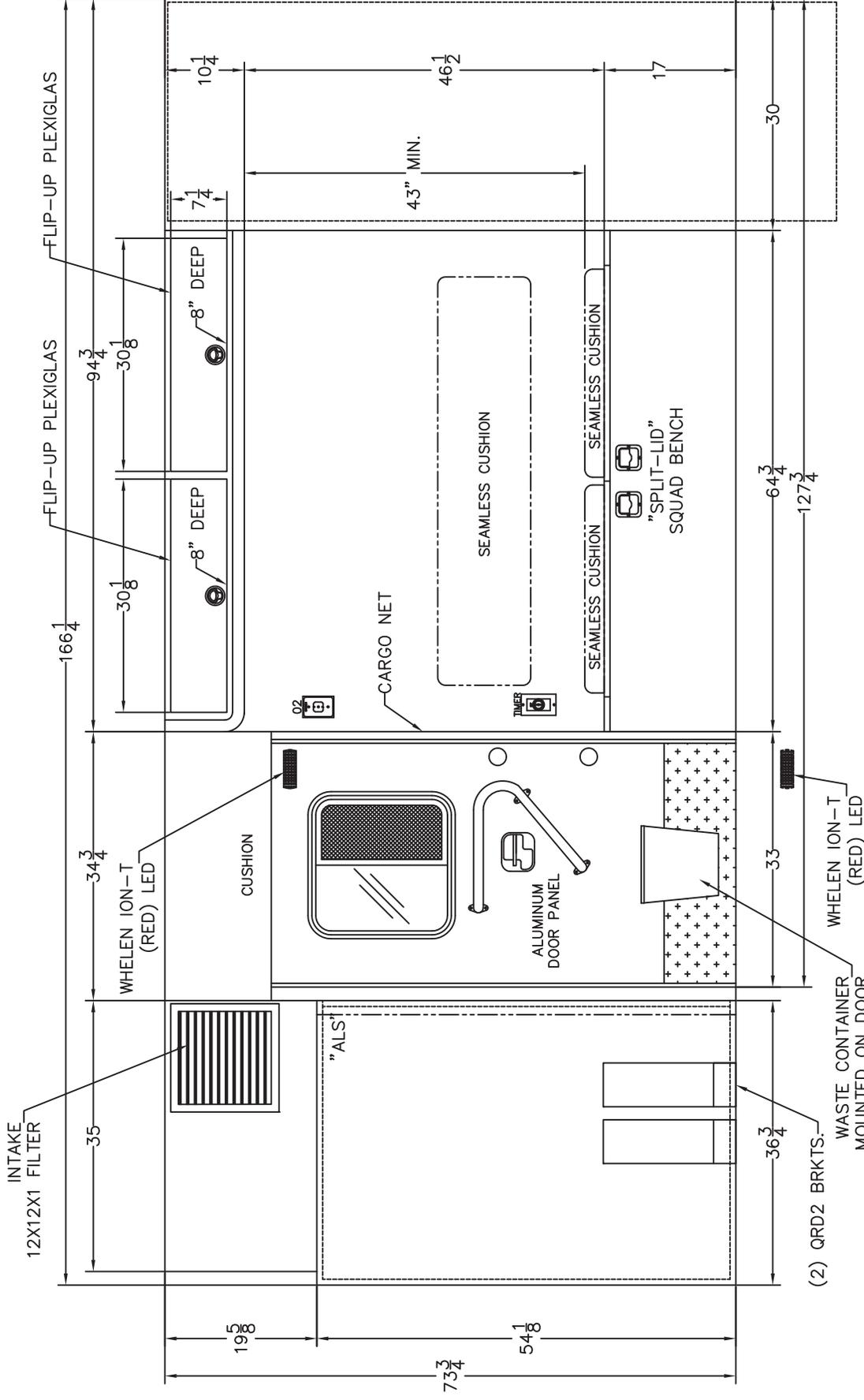




E.V.S. 4-PT. CHILD/ATTENDANT SEAT

NOTES: THIS DRAWING IS NOT TO SCALE.  
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.  
 NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

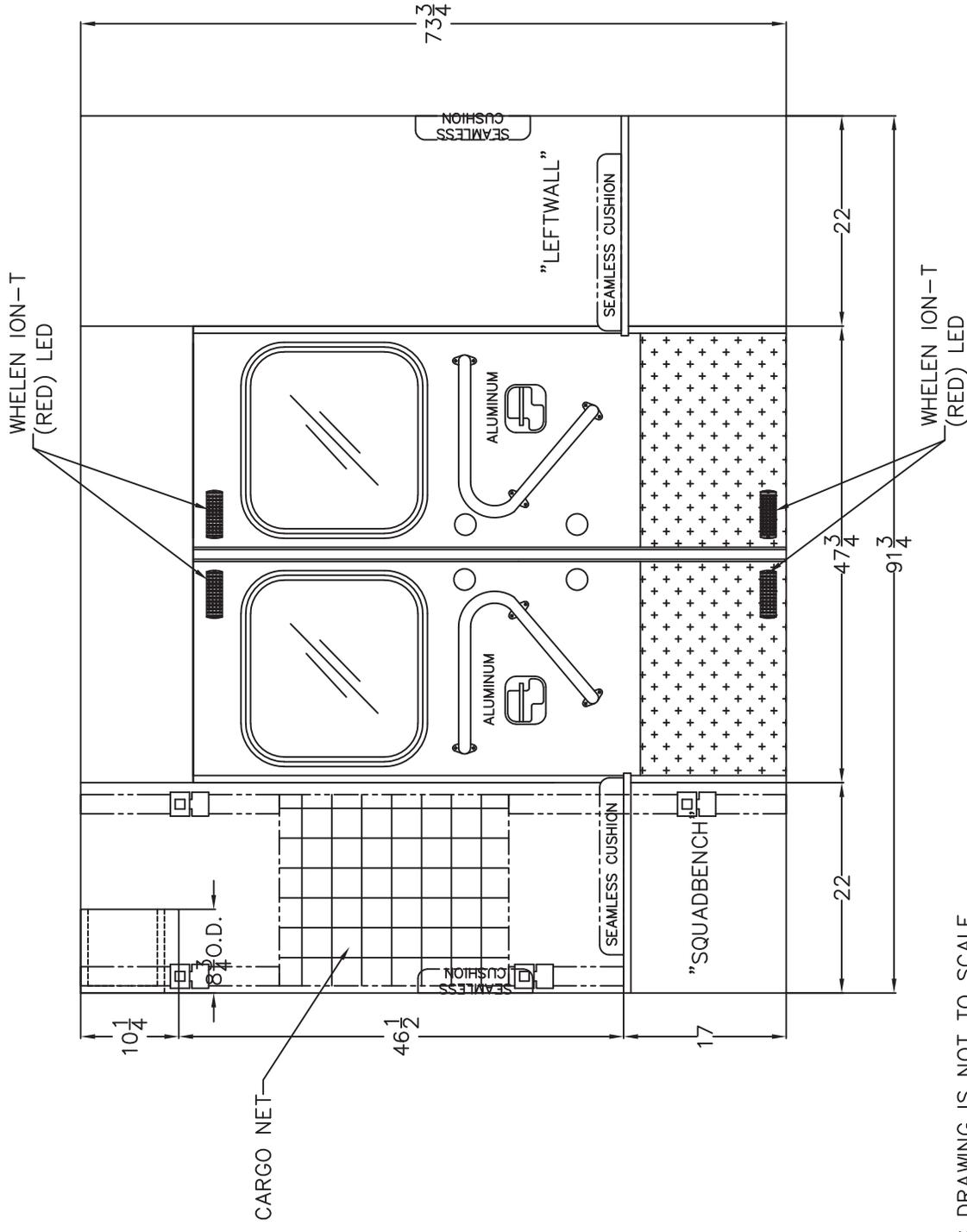
Stock/Job#:	OAKLAND-102	Drawing#	OAKLAND-102	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc.		LINN, MO. 65051	
End Customer:	OAKLAND PARK	TWIN RIDGE ROAD		P.O. BOX 718	
NOTICE	S.A.H.		Date:	09-07-21	Scale:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					
3					NOT TO SCALE
2					Revision#
1	BID DRAFT	09-07-21	SAH		1
Rev.#	Revision Description	Date	Rev'd App'vd	FORWARD INTERIOR TYPE-I SUPER-WARRIOR	



NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	22-1-2168-SW-103		
End Customer:	Osage Industries, Inc.		
	TWINRIDGE ROAD LINN, MO. 65051		
Drawn By:	S.A.H.	Date:	Scale:
		05-03-21	NOT TO SCALE
Drawing Description:		Revision#	
CURBSIDE INTERIOR		1	
TYPE-I SUPER-WARRIOR			
3	NOTICE		
2	This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		
1			
Rev.#	Revision Description	Date	Rev'd App'vd



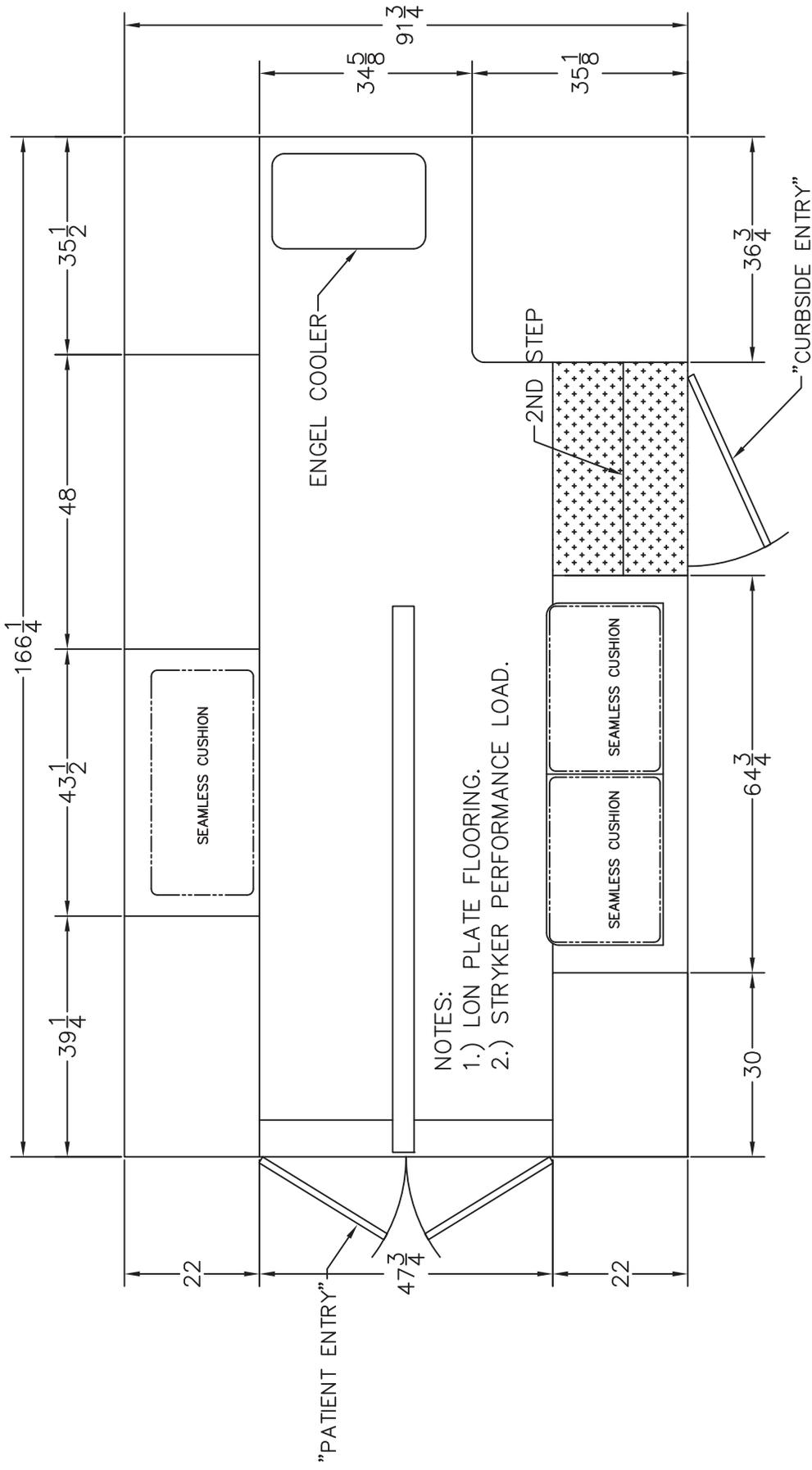
NOTES: THIS DRAWING IS NOT TO SCALE.

CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	Drawing#:	Cust. App'v/Date#:	Deal'r App'v/Date:
Osage Dealer:	OAKLAND-104		
End Customer:	Osage Industries, Inc.		
	TWIN RIDGE ROAD F.O. BOX 718 LINN, MO. 65051		
NOTICE	Drawn By:	S.A.H.	Date:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.			09-07-21
3			NOT TO SCALE
2			Revision#
1	BID DRAFT	09-07-21	SAH
Rev.#	Revision Description	Date	Rev'd App'vd
	REARWARD INTERIOR TYPE-I SUPER-WARRIOR		1





NOTES:  
 1.) LON PLATE FLOORING.  
 2.) STRYKER PERFORMANCE LOAD.

Stock/Job#:	OAKLAND-106	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	<b>Osage Industries, Inc.</b>	
End Customer:	OAKLAND PARK	F.O. BOX 718 LINN, MO. 65051	
NOTICE	Drawn By: S.A.H. Date: 05-03-21 Scale: NOT TO SCALE		
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.			
3			
2			
1	BID DRAFT	09-07-21	SAH
Rev.#	Revision Description	Date	Rev'd App'vd
	FLOOR LAYOUT TYPE-I SUPER-WARRIOR		1

NOTES: THIS DRAWING IS NOT TO SCALE.  
 CHARACTERISTICS AND DIMENSIONS OF FINISHED  
 PRODUCT MAY VARY.

EXHIBIT B  
WARRANTY



## Emergency Vehicle Limited Warranty

### TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. **PRODUCT CONVERSION WARRANTY**

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. **ELECTRICAL WARRANTY**

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. **ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE**

**Lifetime warranted** to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of **Three (3) years or 36,000 miles**, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. **PAINT WARRANTY 5 YEARS OR 100,000 MILES**

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. **GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES**

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. **BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER ) 1 year or 12,000 miles**

Osage warranties blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

EXHIBIT C

**PURCHASING TERMS AND CONDITIONS**

## PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety, LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

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

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of

the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
  - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND 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.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. 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, including transportation or delivery losses outside of Company's control, 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.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. 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. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.