

## CONTRACT

**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **Romeoville Fire Department of Illinois, Romeoville, IL**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **one (1) unit** of Seagrave model **TB50CS, Marauder Pumper**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the apparatus. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **280 calendar days** after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

**Romeoville Fire Department of Illinois  
18 Montrose Drive  
Romeoville, IL 60446**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for said Apparatus and Equipment, the sum of **Six Hundred Thirty-Eight Thousand, One Hundred Seven Dollars (\$638,107.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Terms are net, payment in full upon delivery of the apparatus to the customer. If the contract includes Dealer Furnished Equipment and services, the apparatus will be delivered to the customer and payment made, less five (5) percent of the Contract Price that is held by the fire department until all items and services are provided by the Dealer. The 5% Final Payment and Acceptance will be made once the terms of the contract are satisfied by the Dealer**

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be mailed directly to:

***Seagrave Fire Apparatus, LLC  
7285 Solutions Center***

*Chicago, IL 60677-7002*

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Waupaca County, Wisconsin. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus and Equipment or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus and Equipment with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

*Romeoville Fire Department of Illinois, Romeoville, IL ("Purchaser")*

By \_\_\_\_\_

Title \_\_\_\_\_  
Purchaser

By \_\_\_\_\_

Title \_\_\_\_\_  
Purchaser

*SEAGRAVE FIRE APPARATUS, LLC ("Seller")*

By \_\_\_\_\_  
**Ulisses D. Parmeziani**

Title: **VP and COO**  
Seller

Date of Acceptance: \_\_\_\_\_

# Seagrave Fire Apparatus, LLC

## Two Year Limited Warranty

### Limited Warranty

Subject to the limitations and exclusions set forth below, and provided the vehicle shall have been placed in service within sixty (60) days after delivery ("Warranty Start Date" or "WSD") to the original purchaser (the "Purchaser") as established by our original invoice, Seagrave Fire Apparatus, LLC ("Seagrave") warrants to the Purchaser that the portions of its custom cab and chassis that are manufactured by Seagrave ("Chassis or Custom Cab" or "Vehicle") shall be free from defects in material and workmanship for a warranty period ending two (2) years after the date of delivery of the vehicle to the original purchaser or the first 20,000 miles of use, or 10,000 hours as determined by engine hours or 10,000 In-Service hours, whichever occurs first ("Warranty Period").

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) Purchaser must notify Seagrave in writing of the claimed defect within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (b) written approval must be obtained from Seagrave's Customer Service Manager prior to any repair or replacement of any materials covered within this Limited Warranty; (c) unless Seagrave directs otherwise, the claimed defective item(s) shall be returned to Seagrave, or to Seagrave's designee, promptly after the notification. Purchaser shall be responsible for the cost of transportation and for risk of loss or damage to the Vehicle or materials during transportation; (d) Seagrave reserves the right to thoroughly examine the Custom Cab or Chassis, or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed defect is covered by this warranty; (e) repair or replacement must be made by a facility approved in advance, in writing, by Seagrave. Failure to obtain all of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty; and (f) this limited warranty shall apply only if the Vehicle is properly maintained in accordance with Seagrave's maintenance instructions and manuals and is used In Service, which is normal to the particular Vehicle model. Normal service means service, which does not subject the vehicle to stresses or impacts greater than those that normally result from the careful use of the Vehicle. All maintenance performed must be documented for proof of compliance. Such documentation must be made readily available and provided to Seagrave within ten (10) days upon request.

### This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

Notwithstanding anything to the contrary herein, Seagrave makes no warranty whatsoever as to: (a) any other integral parts, components, attachments or trade accessories of or to the vehicle that are not manufactured by Seagrave, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Seagrave shall assign to Purchaser the applicable warranties, if any, made by the respective manufacturers thereof; (b) the Chassis, Custom Cab or their components, any part, attachment or accessory damaged by misuse, neglect, improper maintenance or accident. Any determination of neglect or damage during the full limited warranty term will void this warranty; (c) the Chassis, Custom Cab or their components, any part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Seagrave which, in the sole judgment of Seagrave, adversely affects the performance, stability or purpose for which it was manufactured; (d) any modification or repair performed during the full term of the limited warranty excluding regular scheduled maintenance or the replacement of non-warrantable wearable components without prior written authorization from Seagrave will void this warranty; (e) products or parts which may, in the ordinary use, wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets, filters and light bulbs. Seagrave assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Seagrave; (f) normal maintenance services or adjustments, including but not limited to fuel system cleaning,

wheel alignment and balancing, engine tune-up, brake inspection or adjustment, nor to the replacement of fluids, oil seals or filters.

### Purchaser's Exclusive Remedy

If the Vehicle fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the vehicle and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Vehicle shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

### Disclaimer of Warranties

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

Note: Any Surety Bond, if part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Seagrave Limited Warranty for such vehicle, and not to other warranties made by Seagrave in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Seagrave) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

# Seagrave Fire Apparatus, LLC

## CHASSIS FRAME RAIL & CROSSMEMBERS

### *Structural Integrity Limited Lifetime Warranty*

Seagrave Fire Apparatus, LLC ("Seagrave") warrants each new chassis frame rail and crossmember manufactured by Seagrave ("Frame Rail and Crossmember") of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period equal to the vehicle's useful life (twenty (20) years or 100,000 miles) after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser").

**This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.**

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the structural component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave. Failure to obtain all of the advance approvals voids this warranty; (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty; and (h) the Frame Rail and Cross Member bolts must be inspected and serviced, including re-torquing or replacement if needed, annually at the customer's expense by an Authorized Service Representative in accordance with Seagrave's recommended procedures. Such annual inspection shall be performed within twelve months directly following the Warranty Start Date and each successive twelve months thereafter for the full term of the warranty. All documentation must be sent to Seagrave's Customer Service Department within thirty (30) days after the inspection; failure to submit such documentation will void this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the Frame Rail and Crossmember due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Frame Rail and Crossmember is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Frame Rail and Crossmember has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side-to-side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Frame Rail and Crossmember has been damaged in an accident or by an act of God, or that the structural failure is

attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Frame Rail and Crossmember.

**Purchaser's Exclusive Remedy**

If the Frame Rail and Crossmember fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the Frame Rail and Crossmember and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Frame Rail and Crossmember shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in, writing by Seagrave. **THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

**Exclusion of Consequential and Incidental Damages**

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

**Disclaimer of Warranties**

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Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

**NOTE: Surety bond, if required, applies only to Seagrave's Basic Limited Warranty, and not to this or any other or extended warranty made by Seagrave or any of Seagrave's suppliers.**

# Seagrave Fire Apparatus, LLC

## Stainless Steel Body

### Fifteen Year Structural Integrity Limited Warranty

Seagrave Fire Apparatus, LLC ("Seagrave") warrants the body tubular support and mounting structures and other structural components, as identified in Seagrave's specifications of the stainless steel body ("Body") of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period of fifteen (15) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser") or 100,000 miles, whichever comes first.

**This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.**

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the structural component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave. Failure to obtain all of the advance approvals voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component (fatigued sheet metal is NOT considered structural), as identified in Seagrave's specifications, of the Body due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Body is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Body has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Body has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Body.

**Purchaser's Exclusive Remedy**

If the Body fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the Body and all maintenance records available for inspection by Seagrave or

its designated agent. At the request of Seagrave, any allegedly defective Body shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

**Exclusion of Consequential and Incidental Damages**

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

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Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

*NOTE: Surety bond, if required, applies only to Seagrave's Basic Limited Warranty, and not to this or any other or extended warranty made by Seagrave or any of Seagrave's suppliers.*

# Seagrave Fire Apparatus, LLC

## PAINT/CORROSION

### Six Year Limited Warranty

Subject to the limitations and exclusions set forth below, Seagrave Fire Apparatus, LLC ("Seagrave") warrants the exterior paint on each new cab and body manufactured by Seagrave for a period of six (6) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser") as established by Seagrave's original invoice. Seagrave warrants the Purchaser that its finished cab and body ("Cab and Body") areas will be free from corrosion, blistering, peeling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the body of the vehicle.

Seagrave's obligation under this warranty is subject to the conditions precedent: (a) Original Purchaser must notify Seagrave in writing of the claimed defect or perforation within thirty (30) days of discovery, but in any event prior to the expiration of the warranty period; (b) written approval must be obtained from Seagrave's Customer Service Manager prior to any repair or replacement of any materials covered within this Limited Warranty; (c) unless Seagrave directs otherwise, the claimed defective or perforated item(s) shall be returned to Seagrave, or to Seagrave's designee, promptly after the notification. Original Purchaser shall be responsible for the cost of transportation and for risk of loss or damage to the vehicle or materials during transportation; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed defect or perforation is covered by this warranty; (e) repair or replacement must be made by a facility approved in advance, in writing, by Seagrave. Failure to obtain all of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty; (f) the Cab and Body exterior must be properly maintained; and (g) the Cab and Body exterior must be inspected and serviced annually at the customer's expense by an Authorized Service Representative in accordance with Seagrave's recommended procedures. Such annual inspection shall be performed within twelve months directly following the Warranty Start Date and each successive twelve months thereafter for the full term of the warranty. All documentation must be sent to Seagrave's Customer Service Department within thirty (30) days after the inspection; failure to submit such documentation will void this warranty.

**This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.**

This Limited Warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:

Period	Portion of Cost Covered
0 -24 Months	100%
25 -36 Months	80%
37 -48 Months	60%
49 -60 Months	40%
61 -72 Months	20%

Seagrave also warrants, subject to all of the terms and conditions of this Limited Warranty, except cost allocations, each new Cab and Body manufactured by Seagrave against exterior corrosion perforation for a warranty period of six (6) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first.

This limited warranty covers only repair or replacement of any part of a Seagrave vehicle in which a defect in materials or workmanship appears within the limited warranty period. This warranty is void if Seagrave determines that the warranty claim is false or misrepresented.

Examples of items not covered include, but are not limited to:

- I. Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires, rims or transmissions that have a separate warranty by the original manufacturer, or to equipment used in firefighting.
- II. An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Seagrave and any problems that occur as a result of such alterations or modifications.
- III. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of nature, war or objects striking the vehicle or any damage covered by owner insurance.
- IV. Damage caused by misuse, neglect or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- V. Corrosion caused by exposed sheet metal, accidents, or normal wear and tear are not defects in material or workmanship

- VI. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- VII. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, loading or travel costs, vacation pay, liability for personal or property damages, penalties, damages for lost profits or revenues, any other types of economic loss or any third party claims for damages.
- VIII. Gold leaf, striping, exotic and/or custom finishes and Scotchlite emblems or decals installed by anyone other than the Seagrave factory.
- IX. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- X. Normal paint deterioration due to exposure
- XI. Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance Manual.
- XII. Defects if vehicle is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
- XIII. This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, cab and body interior, undercarriages)
- XIV. This warranty shall only apply to exterior coating applied by Seagrave and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.
- XV. This warranty shall exclude accessory vendor equipment that is painted to match finished vehicle.
- XVI. This warranty shall exclude painted roll-up doors.
- XVII. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash system.
- XVIII. Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- XIX. Accidents, scratches, chips, bruises, and gloss reduction or blemishes due to normal vehicle use and maintenance.

#### Purchaser's Exclusive Remedy

If the Cab and Body fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the vehicle and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Cab and Body shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. **THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

#### Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

#### Disclaimer of Warranties

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

*NOTE: Surety bond, if required, applies only to Seagrave Basic Limited Warranty, and not to this or any other warranty made by Seagrave or any of Seagrave's suppliers.*



# Seagrave Fire Apparatus, LLC CAB

## *Fifteen Year Structural Integrity Limited Warranty*

Seagrave Fire Apparatus, LLC ("Seagrave") warrants the cab tubular support and mounting structures and other structural components, as identified in Seagrave's specifications, of the cab ("Cab") of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period equal to fifteen (15) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser") or 100,000 miles, whichever occurs first.

**This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.**

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the structural component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship. This warranty is limited to the cab tubular support and mounting structures and to the other structural components, as identified in Seagrave's specifications, of the cab.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave. Failure to obtain all of the advance approvals voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the Cab due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Cab is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Cab has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side-to-side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Cab has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Cab.

**Purchaser's Exclusive Remedy**

If the Cab fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the

Cab and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Cab shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. **THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

**Exclusion of Consequential and Incidental Damages**

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

**Disclaimer of Warranties**

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

*NOTE: Surety bond, if required, applies only to Seagrave's Basic Limited Warranty, and not to this or any other or extended warranty made by Seagrave or any of Seagrave's suppliers.*



# Seagrave Fire Apparatus, LLC

## STAINLESS STEEL PUMP PLUMBING

### TEN YEAR LIMITED WARRANTY

Seagrave Fire Apparatus, LLC ("Seagrave") warrants the stainless steel pump plumbing of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser").

This warranty is limited to the schedule 10 stainless steel piping and attached fittings, as identified in Seagrave's specifications, of the pump plumbing ("Stainless Steel Plumbing").

**This warranty terminates upon transfer of possession or ownership of the vehicle or Stainless Steel Plumbing from the original purchaser.**

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the pump plumbing component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave. Failure to obtain all of the advance approvals voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the Stainless Steel Plumbing due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Stainless Steel Plumbing is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Stainless Steel Plumbing has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side-to-side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Stainless Steel Plumbing has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Stainless Steel Plumbing.

**Purchaser's Exclusive Remedy**

If the Stainless Steel Plumbing fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the Stainless Steel Plumbing and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any

allegedly defective Stainless Steel Plumbing shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. **THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

**Exclusion of Consequential and Incidental Damages**

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

**Disclaimer of Warranties**

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

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## SEAGRAVE FIRE APPARATUS, LLC

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November 28th, 2018

B.C. William Murray  
Lt. EJ Deslauriers,  
Romeoville Fire Department of Illinois  
18 Montrose Drive  
Romeoville, IL 60446

Reference: (1) CUSTOM, TRIPLE COMBINATION PUMPER FIRE APPARATUS

On behalf of Seagrave Fire Apparatus, LLC, I am pleased to submit the enclosed proposal for your consideration for the purchase of One (1) Seagrave Custom Pumper.

The cab we are proposing is our "top of the line" Marauder II cab. Our cab is well known throughout the industry as the **safest** of the premium cabs to have and is the strongest cab in the industry. Your apparatus will be designed, engineered and manufactured with the utmost attention to your personal's safety and the day-to-day demands of high run departments. Seagrave is the "Best lifetime value in the industry."

I am pleased to submit the following:

### DELIVERY:

- 1) A 'Statement of Origin' will be provided after receipt of payment. Unit is not to be placed into service until payment is received.
- 2) Delivery will be as follows: Unit(s) will be ready for shipment **280** calendar days after receipt of complete defined order, inclusive of signed and approved line drawing.
- 3) Price is **Six Hundred Thirty-Eight Thousand, One Hundred Seven Dollars (\$638,107.00)**

### NOTE:

1. Price provided includes Delivery to the Fire Department.
2. Price provided includes Familiarization Session conducted by Seagrave personnel.
3. Unless this proposal is accepted within 30 days from the date of this quotation, the right is reserved to withdraw this proposition.



## SEAGRAVE FIRE APPARATUS, LLC

Once you have had an opportunity to review the enclosed information, please feel free to call me with any questions you may have. We look forward to working with you on this most important investment into your community's future.

Respectfully,

Brett Romberg, Senior Sales Representative, Ext. 1336  
Seagrave Fire Apparatus, LLC  
105 East 12th Street, Clintonville, WI 54929  
PH: 715-823-2141 / Mobile 715-304-7709 / FX: 715-823-5769 / [seagrave.com](http://seagrave.com)  
[brett.romberg@seagrave.com](mailto:brett.romberg@seagrave.com)  
"Seagrave - The Safest Cab in the Industry"

