



Captain Billy Long
Coalinga Fire Department
300 West Elm Avenue
Coalinga , CA 93210

April 15, 2021

RE: Offer to Provide One (1) 2019 Spartan Emergency Response Rear Mount Aerial(s)

Attention: Captain Billy Long

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for Coalinga Fire Department to purchase One (1) 2019 Spartan Emergency Response Rear Mount Aerial(s) on a Spartan Metro Star, 6 x 4, Diesel Powered MFD Flat Roof Chassis.

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan Emergency Response, SMEAL Fire Apparatus, Ladder Tower, SVI Trucks, Unruh Fire, Wheeled Coach Ambulance and Road Rescue Ambulance as well as offering ambulance remount services and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office and service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" in everything we do for you. We are committed to do whatever it takes to surpass customers' expectations by continually improving upon what we do.

All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and Coalinga Fire Department. I would again like to thank you for the opportunity. Everyone at EVG offers you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Gardner', is written over a light blue horizontal line.

Tom Gardner
Regional Account Manager

PROPOSAL

Captain Billy Long
Coalinga Fire Department
300 West Elm Avenue
Coalinga , CA 93210

April 15, 2021

The undersigned is prepared to provide for the Coalinga Fire Department, upon receipt of a valid purchase order or a fully executed contract for final acceptance by Emergency Vehicle Group, the apparatus and equipment herein named and for the following prices:

Description	Price Each	Extended Price
One (1) 2019 Spartan Emergency Response Rear Mount Aerial(s) on a Spartan Metro Star, 6 x 4, Diesel Powered MFD Flat Roof Chassis	\$927,020.00	\$927,020.00
CA Sales Tax (Based on Rate of 8.975%)	\$83,200.05	\$83,200.05
Tire Fee	\$17.50	\$17.50
Document Fee	\$80.00	\$80.00
Total Purchase Price	\$1,010,317.55	\$1,010,317.55

Said apparatus and/or equipment to be built and shipped in accordance with the specifications/work order reference number and any associated drawing(s) as provided. The specifications/work order/drawings herein contained will form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by Emergency Vehicle Group, Inc. of the purchase order or executed contract, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The apparatus and/or equipment will be ready for delivery approximately days after receipt of valid purchase order or executed contract, not including chassis and materials delays, or other causes beyond our control.

The proposal for apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the proposal, and with all applicable guidelines for Emergency Apparatus as published at time of the proposal, except as modified by the referenced specifications. Any increased costs incurred by the seller because of future changes in or additions to said standards will be passed along to the customer as an addition to the price set forth above.

Unless accepted within 60 days from date of proposal (listed above), the right is reserved to withdraw this proposition.

Respectfully Submitted,

Tom Gardner
Regional Account Manager

Purchase Agreement

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Emergency Vehicle Group, Inc, a Nevada corporation ("EVG"), and Coalinga Fire Department ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the apparatus and any associated equipment manufactured or furnished for the Customer by EVG pursuant to the Specifications
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the EVG Proposal for the Product
- c. "EVG Proposal" means the proposal provided by EVG attached as an attachment prepared in response to the Customer's request
- d. "Delivery" means the date EVG is prepared to make physical possession of the Product available to the Customer
- e. "Acceptance" The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless EVG receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer

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

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

4. Purchase and Payment. The Customer agrees to purchase the Product specified for the total purchase price of One Million Ten Thousand Three Hundred Seventeen Dollars and Fifty Four Cents (\$1,010,317.55) ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, KKK, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply there with will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, EVG will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that EVG incorporate a change to the Products or the Specifications for the Products by delivering a change order to EVG; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit EVG to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days of receipt of a Change Order, EVG will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. EVG shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by EVG's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, EVG may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by EVG; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. EVG endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by EVG upon sale of the Product to another purchaser, plus any costs incurred by EVG to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within days of the Effective Date of this Agreement, F.O.B. Anaheim, CA. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish EVG with written notice sufficient to permit EVG to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by EVG within thirty (30) days from the Notice of Defect. In the event EVG does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Emergency Vehicle Group, Inc.
2883 East Coronado Street
Anaheim, CA 92806

Coalinga Fire Dept
300 West Elm Avenue
Coalinga , CA 93210

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

- a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER EVG, ITS AUTHORIZED MANUFACTURERS, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
- b. Exclusions of Incidental and Consequential Damages. In no event shall EVG be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from EVG's own negligence, or otherwise.

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

Commercial General Liability Insurance:

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

Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$2,000,000

Each Occurrence: \$2,000,000

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

12. Indemnity. The Customer shall indemnify, defend and hold harmless EVG, its officers, employees, manufacturers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by EVG which are not caused by the sole negligence of EVG.

13. Force Majeure. EVG shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond EVG's control which make EVG's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. True occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) EVG fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with EVG.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of EVG until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of EVG until the Purchase Price for that Product has been paid in full. In case of any default in payment, EVG may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

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

Purchase Agreement for Emergency Apparatus (continued)

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

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures. 20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by EVG's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by EVG's authorized representative.

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

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

Coalinga Fire Department:

Signature Date

Printed Name

Title

Emergency Vehicle Group:

Signature Date 4/15/2021

Tom Gardner
Printed Name

Regional Account Manager
Title