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901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

June 4, 2025

Bumpass Volunteer Fire Department
PO Box 158
Bumpass, VA 23024

Midwest Fire Sourcewell Contract: 113021-RCK
Bumpass Volunteer Fire Department: 245422

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: Bumpass Volunteer Fire Department ("Customer") and an officer of Midwest Fire Equipment & Repair Co. ("Midwest Fire") the following apparatus and equipment:

One (1) New All-Poly® Series 3000 Gallon Tanker-Pumper & One (1) New Freightliner M2-106 Tandem Axle, Regular Cab, Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, with an estimated completion date of January 2026, subject to all causes beyond our control.

Apparatus Proposal Price	$	334,195
Chassis Proposal Price	$	108,993
Sourcewell Pricing	$	(16,710)
Apparatus & Chassis Proposal Price	**$**	**426,478**

Total Proposal Price:	**$**	**426,478.00**

Customer is responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

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Terms:
A deposit in the amount of $108,993 shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

Customer is responsible to pay the remaining balance in full upon acceptance of apparatus.

Midwest Fire will honor the price & terms quoted in this purchase contract for a period of *30 days* from the date noted above, or until this unit is sold, whichever comes first. Beyond the contract deadline date, all pricing and terms are subject to change.

Pre-Construction Meeting:
Within twenty-one calendar days after contract signing, Customer is responsible to join Midwest Fire for an in person, conference call or video based, Pre-Construction Meeting to review project specifications in depth. Midwest Fire will support the Pre-Construction meeting with the Lead Salesperson for the project, Project Manager, and Subject Matter Experts as required. Any changes made to the project during the Pre-Construction meeting will be calculated at standard pricing. No change order fee is charged.

Change Orders:
Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the Pre-Construction meeting is held, any future change will be subject to a minimum change order fee of $500 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Force Majeure:
Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of the contract (except for any obligation to make payments to the other party hereunder), when and to the extent such party's failure or delay is caused by or results from the following events: (1) acts of God; (2) flood, fire, earthquake, tornado, or explosion; (3) war, invasion, hostilities, terrorist threats, or acts, riot, or other civil unrest; (4) government order, law, or action; (5) embargoes or blockades in effect on or after the date of this contract; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, supply chain shortages or disruptions, unforeseen price changes and cancellations by OEMs, or other industrial or manufacturing disturbances; or (8) power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

The party impacted by any of the above force majeure conditions shall give notice to the other party within five calendar days of learning of such condition(s), stating the period of time the occurrence is expected to continue. The party impacted by any of the above force majeure conditions shall resume the performance of its obligations as soon as reasonably practicable after the removal of the condition.

Taxes Responsibility of Customer:
Any and all sales, use, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any governmental authority on any amounts payable by Customer under this contract shall be the sole responsibility of Customer.

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No Liability for Consequential or Indirect Damages:
Neither Midwest Fire nor its representatives is liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of this contract, regardless of whether such damages were foreseeable or whether or not Midwest Fire was advised of the possibility of such damages.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries. No amendment or modification of this contract is effective unless in writing and signed by each party.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Entire Agreement: This contract, and any change orders, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Severability: If any term of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

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Respectfully submitted,

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

Bumpass Volunteer Fire Department

Customer/Business Name (please print)

96 Fredericks Hall Rd Bumpass, Va 23024

Business Address

Joseph Gordon

Printed Name

Signed by: Joseph Gordon F633BB883D95491... 6/6/2025

Signature Date

Chief

Title

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NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

1) ***at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.***
2) ***you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.***

I hereby acknowledge that I have received & fully understand the above information.

Signed by:
Joseph Gordon
F633BB883D95491...

6/6/2025

Purchaser

Date

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