



137 Westbrook Drive
Honey Brook PA 19344
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EMERGENCY VEHICLE SALES CONTRACT

PURCHASER:

Town of Richmond Fire Department
PO Box 285
357 East Main Street
Richmond VT 05477

SELLER:

Marco Equipment Sales LLC
137 Westbrook Drive
Honey Brook, PA 19344

1. AGREEMENT TO SELL AND TO PURCHASE

The seller (referred to as MARCO) agrees to sell and purchaser/buyer (referred to as PURCHASER) agrees to purchase the following apparatus and equipment according to the attached proposal specifications which are hereby made part of this contract:

<u>DESCRIPTION OF APPARATUS AND EQUIPMENT</u>	<u>PRICE</u>
2023 Ford F-550 SuperCab and Chassis per Specification	
2023 Marco LDP Flatbed Apparatus, Build # MAR-326 per Specification	
Total Price	\$ 267,230.00*

* FOB Marco Equipment Sales LLC, excluding all Federal, State and Local Taxes

In case of any conflict between PURCHASER'S specifications used for all bidders and MARCO'S proposal specifications, MARCO'S specifications will apply.

2. CONFORMANCE TO NFPA STANDARDS

This apparatus shall conform to NFPA standard 1906 in effect at date of signing.

3. COMPLETION ESTIMATE

245 days from arrival of chassis @ Marco

Above estimate based on timely (usually 30 days) approval by PURCHASER of submitted drawings and specifications, timely receipt of the chassis, and any events beyond the reasonable control of MARCO. The completion estimate is applicable to the truck as specified and any changes or modifications may extend the completion estimate.

4. WARRANTY

The standard Marco One Year Emergency Vehicle Warranty and additional component warranties shall be in effect upon delivery of this apparatus. Each of these warranties is attached and are part of this contract. The chassis is warranted directly by the chassis manufacturer and is not warranted by representative. Supplied items are warranted directly by their respective manufacturer's and are not warranted by MARCO.

5. CONSEQUENTIAL DAMAGES AND OTHER LIABILITY

MARCO shall not be liable for and disclaims all consequential, incidental and contingent damages and liability whatsoever. See also the standard MARCO warranty.

6. CANCELLATION

In the event of cancellation by PURCHASER, MARCO shall be entitled to payment of 10% of the contract price for orders not yet begun in production. For orders for which production has begun, the full contract price less the amount of expenses saved by MARCO by reason of the cancellation.

7. PAYMENT

The contract price will be paid in full upon completion by Marco and timely inspection by the PURCHASER at Honey Brook, PA. This Emergency Vehicle shall remain the property of MARCO until payment in full has been received.

8. ENTIRE AGREEMENT

This contract including its appendices is the entire understanding between the parties, and merges all prior discussion and agreements between them. Any changes to this contract, including appendices, must be in writing and signed by an authorized representative of the PURCHASER and MARCO.

AGREEMENT BY PURCHASER:

Purchaser's Name (Print)

Signature

Date Signed _____

ACCEPTANCE BY SELLER:

Seller's Name (Print)

Signature

Date Signed _____