

Crockett- Carquinez Fire Department  
746 Loring Ave.  
Crockett , California 94525



Date:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Crockett- Carquinez Fire Department, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Maverick, complete with Freightliner chassis per attached specifications.	\$342,513.25 each
The contract/purchase order price includes sales tax in the amount of \$26,927.25.	
Gross due upon completion and delivery total	<b>TOTAL \$342,513.25</b>

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

**DELIVERY:**

The estimated delivery time for the completed apparatus, is to be made 485 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 365 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

**CONTRACT CHANGES:**

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer 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. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA ) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

**FORCE MAJEURE:**

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company'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.

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622





**APPENDIX C  
CHANGE ORDER POLICY**

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

**Change Window #1**

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

- RBM Chassis 0-60 days
- RBA Aerial 0-60 days
- Rosenbauer Body 0-60 days

**Change Window #2**

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

- RBM Chassis 61-75 days
- RBA Aerial 61-75 days
- Rosenbauer Body 61-120 days

**Change Window #3**

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

- RBM Chassis 76-120 days
- RBA Aerial 76-120 days
- Rosenbauer Body 121-180 days

**Change Window #4**

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

- RBM Chassis After 120 days
- RBA Aerial After 120 days
- Rosenbauer Body After 180 days

*\*Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

**BUYER INITIALS:** \_\_\_\_\_

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622