

WARRANTY:

Contract includes all published warranties in force at the date this proposal is accepted.

TERMS AND CONDITIONS:

A. LABOR AND MATERIALS: Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale.

Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change.

Change Order Fees may apply

B. ARBITRATION: If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section.

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto, whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. REPRESENTATION OF SOLVENCY: Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations, and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. FORCE MAJEURE: Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. CUSTOM ORDERS: Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

YOU MAY CONSIDER THE PRICE QUOTED FIRM FOR WRITTEN ACCEPTANCE WITHIN 30 DAYS OF THE DATE OF OUR PROPOSAL.

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,

Debbie Ludewig

Horton Ambulance

ACCEPTANCE OF PROPOSAL:

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

By: _____

Customer Signature

Date



January 12, 2023

North Royalton Fire
7000 Royalton Road
North Royalton, OH 44133

To North Royalton Fire Department,

Horton Emergency Vehicles Company, a company based in Grove City, Ohio, hereby proposes and agrees to furnish to you the following Emergency Medical Vehicle upon your acceptance of this proposal:

One (1) Horton 623 Type I aluminum body conversion mounted on a 2023 Freightliner chassis, delivered in accordance with the Ohio STS Pricing Schedule and Horton Spec.

Due to the scarce availability of component parts, and despite spiraling costs, we will stand behind our contract price. Therefore, we do require full payment, at the time of delivery.

The new Emergency Medical Vehicle conversion shall be delivered F.O.B. North Royalton, Ohio and shall be completed within approximately 735-760 days after receipt of contract and chassis at Horton Emergency Vehicles Company, barring any delays due to strikes, chassis availability or availability of component parts or Acts of God. Unless accepted within (30) days from date, the right to withdraw this proposal is reserved.

Respectfully submitted,

Horton Emergency Vehicles Company
3800 McDowell Road
Grove City, Ohio 43123

By: Debbie Ludewig
Factory Sales Representative

Proposal Accepted

By: _____

Title: _____

Date: _____

CONTRACT EXPLANATION

The State of Ohio Term Schedule requires Horton to breakout the base pricing and option pricing as submitted to the State of Ohio. Any required features that were not quoted to the State need to be separated out of the proposal and itemized. The result of this is that two separate purchase orders need to be issued for the purchase of the vehicle. They are as follows:

- Purchase Order #1:** Overall price total as quoted to the State of Ohio under the STS program
- Purchase Order #2:** Itemized price total for options and features not quoted to the State of Ohio under the STS program

As noted in the STS order form the purchase orders that need to be issued per the price breakdown are as follows:

Purchase Order #1 (with STS Pricing):	\$349,400.00
Purchase Order #2 (without STS Pricing):	\$00.00
Overall Total:	\$349,400.00