

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-117**

**A RESOLUTION AWARDING A BID FOR THE EMERGENCY MANAGEMENT AGENCY (EMA)
TO PURCHASE A FIRE DEPARTMENT TANKER TRUCK**

WHEREAS, the Madison County Fiscal Court is required to approve of all bids for projects in accordance with the Administrative Code; and

WHEREAS, the Madison County EMA requested bids for the purchase of a fire department tanker truck; and

WHEREAS, the bid notice was properly posted, and one sealed bid was received within the specified time in the bid posting; and

WHEREAS, this tanker truck will continue to elevate our fire department service now and in the future. It will not only support Madison County Fire, but our volunteer fire departments and partner agencies who we work with in Richmond and Berea to deliver mutual aid for water capacity and fire service; and

WHEREAS, the Madison County EMA wishes to award the bid to purchase a tanker truck to Atlantic Emergency Solutions, Inc. (Pierce Manufacturing, Inc.) for a total of \$534,722.00; and

WHEREAS, through our federal grant program, CSEPP will pay a minimum of \$300,000.00 of this total, with the County's remaining portion being paid upon delivery of the truck; which is estimated to be 24 months from the execution of the contract;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Tudor, seconded by Barger.

Vote:	Yes	No
Judge Executive Reagan Taylor	☒	☐
Magistrate Ben Robinson III	☒	☐
Magistrate John Tudor	☒	☐
Magistrate Roger Barger	☒	☐
Magistrate Tom Botkin	☒	☐

Signed:

R-32
Reagan Taylor
Madison County Judge Executive

9-27-2022
Date

Attested:

Kenny Barger MCC
Kenny Barger
Madison County Clerk

9-27-2022
Date

PROPOSAL FOR FURNISHING FIRE APPARATUS

Madison County

Sept 19th, 2022

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

(1) Pierce Tanker on Freightliner 114SD Chassis	\$534,722.00
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Total \$_____

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 24 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at:

Fire Department Headquarters

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided as such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes or addition to the price set forth above. Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

PIERCE MANUFACTURING, INC.

By: Chester Wooton

SALES REPRESENTATIVE



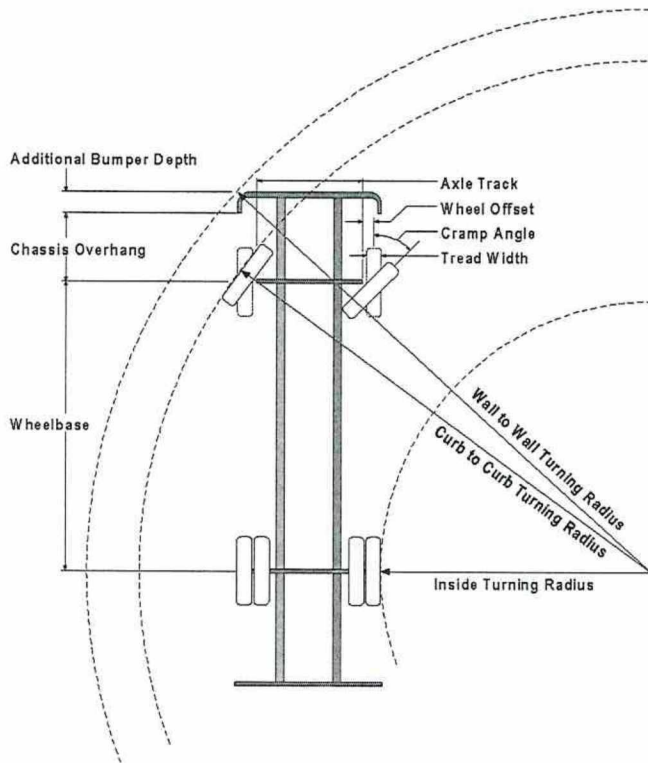


Turning Performance Analysis

09/19/2022

Bid Number: 1201
Department: Madison County Ky

Chassis: Freightliner 114SD, 6x4 Tandem Rear Axle
Body: Tanker, High Side Dry Side, Aluminum Body, Tandem Rear Axle, Commercial Chassis



Parameters:

*Inside Cramp Angle:	0°
Axle Track:	0.00 in.
Wheel Offset:	0.00 in.
Tread Width:	0.00 in.
Chassis Overhang:	0.00 in.
Additional Bumper Depth:	1 in.
Front Overhang:	0.00 in.
Wheelbase:	233 in.

Calculated Turning Radii:

Inside Turn:	0 ft. 0 in.
Curb to curb:	0 ft. 0 in.
Wall to wall:	0 ft. 0 in.

Category	Option	Description
Bumpers	0623591	Bumper, Non-Extended, Painted Steel, Freightliner SD

Notes:

*Actual Inside cramp angle may be less than shown.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:

Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.



Electrical Analysis

9/19/2022

Bid #: 1201 **Job #:**

Desc: Madison County - 2500 Gallon Dry Side Pumper Tanker **Sales Rep:** Wooton, Chester

Customer: Madison County Ky **Organization:** Atlantic Emergency Solutions, Inc

Option: Traditional Direct Wired Electrical System, Commercial Chassis **Type:** Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001247	High Idle w/Electronic Engine, Commercial		0.00	1.20	0.00
0005780	Control, Air Horn At Pmp Pnl, Button		0.00	0.16	0.00
0005937	Light, Do Not Move Apparatus, Commercial Chassis		0.00	0.62	0.00
0005940	Lights, Engine Compt, (2) Commercial Chassis		0.00	3.20	0.00
0016065	Control, Air Horn, Horn Ring, PS Chrome Push Button		0.00	0.83	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.01	0.00
0545589	Light, Front, WIn M7** LED		0.00	0.90	0.60
0548009	Wiring, Spare, 20 A 12V DC 1st		0.00	0.00	40.00
0548013	Wiring, Spare, 20 A 12V DC 2nd		0.00	0.00	20.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0561471	Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing		0.00	3.20	0.00
0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED,		0.00	0.00	2.00
0583824	Light, Pump Compt, WIn 3SC0CDCR LED White		0.00	0.36	0.00
0584207	Siren, Federal Q2B on Kw/Peterbilt Non-extend Kw Bumper, DS		0.00	100.00	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0602629	Portable Hand Lt, Provided by Fire Dept, Mobile Water Supply,		0.00	0.50	0.00
0645089	Rack, Zico Quic-Lift, PTS-HA, Hydraulic Tank Rack, Cover		0.00	28.00	0.00
0645683	Lights, Rear Scene, WIn, M9LZC LED		0.00	0.00	12.00
0650081	Lights, Dome, WIn, 60C*EGCS Dual LED		0.00	0.00	1.50
0653530	Camera, Pierce, 7" LCD, R, RS, LS Cameras		0.00	1.20	0.00
0736421	Gauge, Water Level, Class 1, Remote Module Driver		0.00	0.00	1.23
0746526	Single Start, (3) Batteries, 3000 Total CCA, FLR M2-112/114SD		0.00	3.00	0.00
0760619	Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level, PMFD		0.00	0.00	2.40
0762433	Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas,		0.00	0.00	0.00
0767635	Wiring, Spare, 4.8 A 12V DC, USB Termination, Kusssmaul 091-		0.00	0.00	6.00
0773943	Air Conditioning, Commercial		0.00	3.00	0.00
0782877	Lights, Side Scene, WIn M9LZC LED, 2nd		0.00	0.00	12.00
0782880	Lights, Side Scene, WIn M9LZC LED, 1st		0.00	0.00	12.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0005926	Light, Open Door - Commercial Std	NFPA	0.95	0.00	0.00
0040194	Load Manager, Kusssmaul 2 Channel	NFPA	0.56	0.56	0.00
0072620	Wiper control, intermittent feature Commercial	NFPA	1.20	4.80	0.00
0088745	Light, Rear Zone Up, WIn L31HRFN LED Beacon, Red LED	NFPA	3.20	4.80	0.00
0509487	Lights, Cab Access Steps, P25, LED, 4Lts	NFPA	0.50	0.00	0.50
0524929	Lights, Front Zone, WIn LIN3 Super LED, Comm	NFPA	0.80	0.00	0.00
0525667	Siren, WIn 295SLSA1, 100 or 200 Watt	NFPA	1.56	14.06	0.00
0556360	Lights, Step, P25 LED 4lts, Pump Pnl Sw	NFPA	1.00	0.00	0.00
0564655	Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt	NFPA	1.80	2.70	0.00
0564683	Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED	NFPA	0.83	2.49	0.00
0586382	Gauges, Engine, Included With Pressure Controller	NFPA	0.30	0.00	0.00
0593161	Light Shield, S/S LED	NFPA	3.00	0.00	0.00
0604324	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Hale	NFPA	1.00	0.00	0.00
0606721	Lightbar, WIn, Freedom IV-V, 60", R_RR__RR__RR_R	NFPA	9.60	0.00	4.96
0611591	Vehicle Data Recorder w/Seat Belt Monitor, Commercial	NFPA	0.50	0.00	0.00
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	NFPA	1.75	0.00	0.00
0643834	Lights, Side Zone Lower, WIn M4*C Frnt & M6* C Rear LED,	NFPA	3.00	4.50	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

9/19/2022

Bid #: 1201
Desc: Madison County - 2500 Gallon Dry Side Pumper Tanker
Customer: Madison County Ky
Option: Traditional Direct Wired Electrical System, Commercial Chassis

Job #:
Sales Rep: Wooton, Chester
Organization: Atlantic Emergency Solutions, Inc
Type: Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0645877	Lights, Hose Bed, Sides, Dual LED Light Strips	NFPA	2.52	0.00	0.00
0687610	Lights, Perimeter Cab, Truck-Lite 6060C LED 2Dr, Grommet Mt	NFPA	0.50	0.00	0.00
0689541	Lights, Compt, Pierce, LED Light Strip, 9", Additional	NFPA	0.09	0.09	0.00
0689891	Lights, Deck, WIn (2) PFBP12C LED Rear Flood Lights	NFPA	3.40	0.00	0.00
0693352	Cab, 2-door, Flat Roof, Freightliner M2-112/114SD	NFPA	28.60	8.45	27.95
0734540	Engine, Cummins X12, 500 hp, Freightliner 114SD	NFPA	10.00	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	NFPA	0.10	0.00	0.00
0762435	Light, Traffic Directing, WIn TAL85, 46.87" Long LED, Lens	NFPA	2.52	2.52	0.00
0768520	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear	NFPA	0.30	0.00	0.00
0769572	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	NFPA	0.58	0.00	0.00
0772160	Trans, Automatic, Allison 4000 EVS, w/(2) PTO Provisions,	NFPA	2.00	2.00	0.00
0773739	Cab Lighting, LED Marker Lights, Commercial	NFPA	1.43	1.97	0.00
0773913	Fuel Tank, 50 Gallon, Left Side, Aluminum, Commercial	NFPA	0.08	0.00	0.00
0773967	ABS, Anti-Lock Braking, w/Electronic Stability Pgm w/ATC,	NFPA	0.60	5.40	0.00
0773985	Air Dryer, Brake, w/Heater, Commercial	NFPA	4.70	0.00	0.00
0794959	Controller, Pressure, Pierce, Pump Boss, PBA300	NFPA	1.80	0.00	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0891838	RS 182" Roll-up Door, HIGH SIDE (Low DS), Dry Side,	NFPA	0.90	0.00	0.90
0891839	LS 182" LOW w/Roll-up, (High Side on PS) Dry Side, Commercial	NFPA	0.90	0.00	0.90
0595797	Alternator, 275 amp, Delco Remy 40SI	S	0.00	0.00	0.00
Load Totals:			97.84	202.27	144.94

Note: Minimum Continuous Load is in "Blocking Right of Way" mode.(Reference current edition of NFPA 1901)

Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)

Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

Alternator Output at Idle: 169.00

Minimum Continuous Load	
Supply:	169.00
Demand:	97.84
Variance:	71.16

Alternator Output at Governed Speed: 216.00

Total Connected Load	
Supply:	216.00
Demand:	242.78
Variance:	-26.78

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship

Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Apparatus Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Warranty Statement

Effective May 30, 2020

Subject to the following general and specific terms and conditions, Hale Products, Inc. ("Seller") hereby warrants to the original Purchaser¹ that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

General Terms and Conditions

The following limitations, exclusions, procedures, and other terms and conditions shall apply for all Products: Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products, and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Seller's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Seller's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Seller or a person authorized by Seller to make such alteration or modification or perform such service or repair
- Seller is not paid the full amount of the purchase price for Product when due.

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provided or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Seller
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, Product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, Product or equipment.

Seller shall have no obligation under any Warranty unless Purchaser promptly notifies Seller of the failure giving rise to the Warranty claim, such notice is received by Seller within the applicable Warranty Period, and Seller is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Seller may reasonably request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

¹ The "original Purchaser" is the original purchaser from Hale Products, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.

Seller reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com





Warranty Statement

Effective May 30, 2020

Seller shall have the right to physically inspect Product claimed to be defective. If requested by Seller, Purchaser shall deliver the Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. In such event, Seller shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Seller within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Seller. Failure to make timely delivery to Seller of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. Product claimed to be defective must be shipped by Purchaser freight prepaid, and Purchaser shall bear all risk of loss or damage during shipment.

Repaired and replacement Product and parts will be shipped to Purchaser freight collect, unless a determination is made prior to shipment that the warranty claim is valid, in which case Product and parts will be shipped to Purchaser freight prepaid from Supplier. Repaired or replacement Product will be shipped back to purchaser via UPS ground or IDEX approved standard freight. If Purchaser requires expedited UPS shipment, Purchaser will cover the difference between ground and service selected costs. Purchaser shall bear all risk of loss or damage for all freight collect shipments.

When a warranty claim is confirmed by Hale's Quality department, Hale will issue a credit for freight costs under the following conditions:

- Product was shipped by Purchaser freight prepaid to Supplier. Purchaser to provide a copy of paid freight bill upon Hale's request.
- Repaired or replacement Product was shipped to Purchaser freight collect. If Purchaser required expedited shipment, the difference between ground and expedited service costs will be deducted from total credit.

If requested to do so by Purchaser, Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Seller ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Seller at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

SELLER'S WARRANTY AS SET FORTH HEREIN IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST SELLER. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS



Warranty Statement

Effective May 30, 2020

PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Non-Marine Fire Service Applications	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser. Labor is only covered for the first two (2) years of this warranty coverage.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Seller at original purchaser's request at time of order. Under Standard Warranty, Seller will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period. Under Extended Warranty (if purchased by original Purchaser), Seller will cover parts and labor for the full Warranty Period. When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Pump Accessories Labor Warranty Guide for details on issues covered and fees paid.
	Marine and Other Application	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units (Excluding Engines ***)	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included but any other labor (including removal and re-installation) and mileage are excluded. Original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller). Seller's approval of repair estimate is required prior to performance of repair work.
		If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. See Hale Portable Pump Labor Warranty Guide for details on issues covered and fees paid
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
Pump Modules	Pump Body Weldments, Stainless Manifolds, and Fabricated <u>non-painted</u> or powder coated panels	10 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included. Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 brand components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA compliant and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
	Fabricated painted or powdered coated panels	2 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed from paint, finish, and corrosion during Warranty Period due to a defect in material or workmanship. No labor is included.
Foam SmartFoam, SmartCAFS, CAFS Systems, SmartATP, and EZ Fill		3 years from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. Datalogger download from Product may be requested to determine cause of defect.
Foam FoamLogix Systems		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts	Ordered for service and repair	90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	Akron Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Hale Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
	SVS Torrent Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Monitors	Akron	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
SafeBuy Modules Bundles	QMAX/QMAX-XS Pump Non-Marine Fire Service Applications	Earlier of (i) 8 years from in service date of Safebuy QMAX/QMAX-XS bundle in the vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. This is predicated on the end user supplying Hale with their yearly service and pump testing records by the end of each calendar year.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under Safebuy Warranty, Seller will cover parts and labor for earlier of (i) 8 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser.
			When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Gearbox Labor Warranty Guide for details on issues covered and fee paid.
SAM Bundles- Pump with Loose Valves, Kits or Modules	Pumps-Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units) Non-Marine Fire Service Applications	Earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under SAM Warranty, Seller will cover parts and labor for earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
SAM Bundles- Pump with Loose Valves, Kits or Modules			When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Labor Warranty Guides for details on issues covered and fee paid.
	Akron Electric Valve Actuators and Navigator Pros	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Electronics	4 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

*When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage

** For each Product, Seller will have the option to refund to Purchaser (in cash or by credit) the purchase price Seller was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Seller in its sole discretion.

*** Seller makes no warranty with respect to engines. Any warranty with respect to engines is limited to whatever warranty may be provided by the engine manufacturer.



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions:	Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.
See Also Paragraphs 2 thru 4	This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

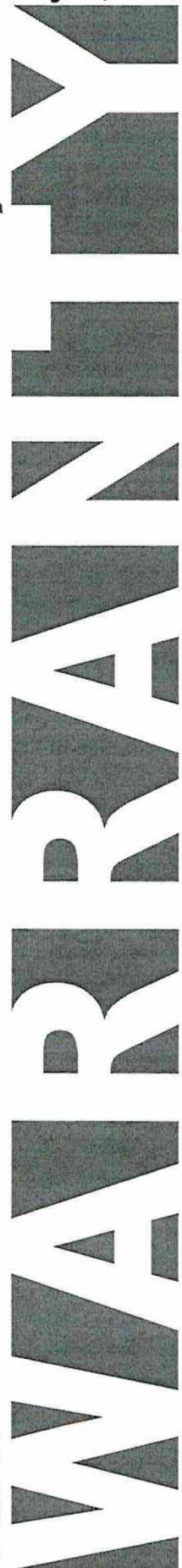
3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime



UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Option List

9/19/2022

Customer:	Madison County Ky	Bid Number:	1201
Representative:	Wooton, Chester	Job Number:	
Organization:	Atlantic Emergency Solutions, Inc	Number of Units:	1
Requirements Manager:		Bid Date:	05/20/2022
Description:	Madison County - 2500 Gallon Dry Side Pumper Tanker	Stock Number:	
Body:	Tanker, High Side Dry Side, Aluminum Body, Tandem Rear Axle, Commercial Chassis	Price Level:	42 (Current: 42)
Chassis:	Freightliner 114SD, 6x4 Tandem Rear Axle	Lane:	

Line	Option	Type	Option Description	Qty
1	0784629		Build-to-Order, Pierce Florida Product - Dry Side Tanker	1
2	0766671		Boiler Plate, Tanker, w/Commercial Chassis	1
			Fire Department/Customer - Madison County Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 50 Miles	
			Number of Fire Dept/Municipalities - 5	
			Bidder/Sales Organization - Atlantic Emergency Solutions	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Atlantic Emergency Solutions	
3	0018257		Commercial chassis & Snorkel products	1
4	0584455		Manufacture Location, Bradenton, Florida	1
5	0584453		RFP Location: Bradenton, Florida	1
6	0588609		Vehicle Destination, US	1
7	0610783		Comply NFPA 1901 Changes Effect Jan 1, 2016, With Exceptions, Commercial Chassis	1
8	0545738		Mobile Water Supply Fire Apparatus, PMFD	1
9	0588617		Vehicle Certification, Tanker	1
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11	0093797		PENALTY CLAUSE IN CONTRACT	1
			Penalty Clause Details - A penalty clause of one hundred dollars per day for delay of final delivery beyond 360 days from date of contract. Any changes made after contract may affect delivery date and will not be held against the penalty payment.	
12	0537375		Unit of Measure, US Gallons	1
13	0000005		Bid Bond, 10%	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0589819		Electrical Diagrams, Commercial	1
17	0634271		Freightliner 114SD, 6x4 Tandem Rear Axle	1
18	0804178		Model Year 2025	1
19	0804121		Base Price, Freightliner 114SD, 6x4, Effective 07/01/2022	1
20	0021007		Maximum Overall Height	1
			Size - 10'-2"	
21	0021010		Maximum Overall Length	1
			Size - 33'-10.65"	
22	0730975		Wheelbase, 211" to 247", 112/114 Freightliner	1
			Wheelbase - 233.00	
23	0584367		GVW Rating, Commercial Chassis	1
			GVW rating - 66,000	
24	0579898		Frame, Chassis, Freightliner, 120 KSI	1
25	0582814		Frame Reinforcement, 1/4" Inner Liner, Freightliner	1
26	0669862		Axle, Front, 20K, Freightliner M2-112/114SD	1
27	0023036		Suspension, Front Spring, 20,000 lb Commercial	1
28	0073051		Shock Absorbers, Front	1
29	0082996		Brakes, Cam Front, 16.50"x 6.00" Commercial	1
30	0585775		MichelinTires	1
31	0772211		Tires, Front, 385/65R22.50	1
32	0772194		Wheels, Polished Aluminum, 22.50" x 12.25"	1
33	0693694		Axle, Rear, Meritor RT46-160, 46K, Freightliner M2-112/114SD	1
34	0772020		S-Cam Style 16.50" x 7.00"	1
35	0544651		Top Speed of Vehicle, 60 MPH, Commercial Chassis	1

Line	Option	Type	Option Description	Qty
36	0770169		Suspension, Rear, Flat Spring, 46,000 lb, 52" Spacing, Commercial	1
			Tandem Axle Spacing - 52"	
37	0008102		Dust Shields, Front and Rear Brakes, Commercial Chassis	1
38	0772237		Tires, Rear, 11R22.50	1
39	0773815		Wheels, Polished Aluminum Outer w/ Steel Inner, 22.50" x 8.25"	1
40	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
43	0057936		Covers, Lug Nut, Chrome	1
44	0012045		Mud Flap, Rear, Pierce Logo	1
45	0646362		Chocks, Wheel, Worden HWGY- SB, Super Gripper	1
			Qty, Pair - 01	
46	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - FRONT OF REAR WHEELS ONE EACH SIDE	
			Qty, Pair - 01	
47	0773967		ABS, Anti-Lock Braking, w/Electronic Stability Pgm w/ATC, Commercial	1
48	0748841		Air Compressor, Brake, 25.9 CFM, Commercial	1
49	0773985		Air Dryer, Brake, w/Heater, Commercial	1
50	0010574		Air Inlet, w/Disconnect Coupling, Commercial Chassis	1
			Location, Air Coupling(s) - a) DS Step Area	
51	0042417		Drain, Manual Air Tank w/Pull Cable (Commercial), Pierce Installed	2
			Qty, Man. Moist Ejector - 2	
52	0734540		Engine, Cummins X12, 500 hp, Freightliner 114SD	1
53	0755088		Engine Surcharge, Cummins/Freightliner	1
54	0001247		High Idle w/Electronic Engine, Commercial	1
55	0771110		Auxiliary Brake, Engine Compression Brake, With Brake Lights, Commercial	1
56	0773981		Air Intake, Engine, w/Ember Separator, OEM Installed, Commercial	1
57	0773636		Exhaust System, Horizontal, RH Step Mounted DPF/SCR, Commercial	1
58	0684987		Exhaust Modifications, Commercial Chassis, Horizontal Exhaust	1
59	0061579		Coolant Hoses, Gates Blue Stripe, FL M2	1
60	0773913		Fuel Tank, 50 Gallon, Left Side, Aluminum, Commercial	1
61	0773952		DEF Tank, Left Side Location, Commercial	1
62	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
63	0552712		Not Required, Shutoff Valve, Fuel Line	1
64	0023745		Cooler, Chassis Fuel, Pierce Installed	1
65	0772160		Trans, Automatic, Allison 4000 EVS, w/(2) PTO Provisions, Commercial	1
66	0773949		Transmission, Shifter, Push Button, 5 Speed, Commercial	1
67	0012875		Transmission Oil Cooler, External, Commr	1
68	0733745		Driveline for Mid-Ship Pump Installation - Provided By Chassis Mfr - Commercial	1
69	0773977		Steering, Power w/Tilt/Telescope Column, Commercial	1
70	0623591		Bumper, Non-Extended, Painted Steel, Freightliner SD	1
71	0013220		Tow Hooks, Painted - Commercial Chassis	1
72	0693352		Cab, 2-door, Flat Roof, Freightliner M2-112/114SD	1
73	0769896		Cab Interior, Gray, w/Convenience Package, 2-Door, Freightliner	1
74	0626860		Grille, Stationary, w/ Exterior Appearance Package, Freightliner SD	1
75	0548159		Mirrors, West Coast, 8"Convex, Heated, Remote,Bright,PS Aux, Freightliner	1
76	0027013		Not Required, Peeper Window	1
77	0616224		Steps, Cab, as Supplied by Freightliner (Stainless Steel)	1
78	0509487		Lights, Cab Access Steps, P25, LED, 4Lts	1
79	0773760		Power Windows & Door Locks, 2-Door Cab, Commercial	1
80	0070598		Daytime Running Lts, Commercial	1
81	0773943		Air Conditioning, Commercial	1
82	0005940		Lights, Engine Compt, (2) Commercial Chassis	1
83	0660140		No Console Required	1
84	0726718		DECLINED - Side Roll Protection, Freightliner	1
85	0624102		Seating Capacity, Cab, 2-Door, Commercial	2
			Qty, - 02	
86	0582133		Seats, Cab, Air Driver w/Fixed Passenger, Non-SCBA, Freightliner	1
87	0073999		No Crew Cab Seats, 2-door cab	1
88	0597773		Seat Belt Web Length, NFPA Compliant, Commercial Chassis	1

Line	Option	Type	Option Description	Qty
89	0581771		Seat Belts, Orange, Commercial Chassis	1
90	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
91	0650081		Lights, Dome, Wln, 60C*EGCS Dual LED	1
			Location - INTERIOR DRIVER AND PASSENGER SIDE	
			Qty, - 01	
			Color, Dome Lt - Red & White	
			Control, Dome Lt White - Match Crew Cab Switch	
			Control, Dome Lt Color - Match Crew Cab Switch	
92	0602629		Portable Hand Lt, Provided by Fire Dept, Mobile Water Supply, NFPA 2016	1
93	0584358		Cab Instrumentation, Commercial Chassis	1
94	0058045		Panel, Emergency Switch, Overhead, Freightliner	1
95	0005937		Light, Do Not Move Apparatus, Commercial Chassis	1
			Alarm, Do Not Move Truck - No Alarm	
96	0005926		Light, Open Door - Commercial Std	1
97	0072620		Wiper control, intermittent feature Commercial	1
98	0548009		Wiring, Spare, 20 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Water Resistant Plugs	
			Location, Spare Wiring - Center Console	
99	0548013		Wiring, Spare, 20 A 12V DC 2nd	1
			Qty, - 01	
			12vdc power from - Battery switched	
			Wire termination - Butt Splice	
			Location - center console/radio power	
100	0767635		Wiring, Spare, 4.8 A 12V DC, USB Termination, Kussmaul 091-219-5 Sw Pnl 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - center console	
101	0637219		NO RADIO, AM/FM	1
102	0626864		Not Required, Vehicle Information Center, No Multiplex System	1
103	0734854		Collision Mitigation, Not Requested	1
104	0611591		Vehicle Data Recorder w/Seat Belt Monitor, Commercial	1
			VDR Primary Inputs - No Primary Input	
			VDR Additional Input - No Additional Input	
105	0696434		Antenna Mount, Commercial Chassis, Cable Routed to Console	1
			Qty, - 01	
106	0653530		Camera, Pierce, 7" LCD, R, RS, LS Cameras	1
			Location, Camera Monitor - Centered Between Sunvisors	
107	0622833		Traditional Direct Wired Electrical System, Commercial Chassis	1
108	0623120		Electrical System, Freightliner M2-112/114SD, Tanker	1
109	0746526		Single Start, (3) Batteries, 3000 Total CCA, FLR M2-112/114SD	1
110	0893220		RELOCATE BATTERIES	1
111	0897762		Battery Location, Cargo Area - Above Pump	1
112	0072685		Selector, Single Start Battery, Commercial Chassis	1
113	0036234		Receptacle, Battery Charging, Cab Step Area, Driver's Side	1
114	0012778		No Pick Required, Battery Charger Location	1
115	0530960		Not Required, Remote Battery Charger Indicator	1
116	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
117	0785088		Shoreline Location, Commercial Chassis/PMFD	1
			Location, Shoreline(s) - DS Step Area	
118	0029142		Jumper Studs, w/Location Feature	1
			Location - area of driver side pump panel	
119	0595797		Alternator, 275 amp, Delco Remy 40SI	1
120	0040194		Load Manager, Kussmaul 2 Channel	1
121	0773739		Cab Lighting, LED Marker Lights, Commercial	1
122	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
123	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
124	0564683		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
			Color, Lens - Colored	

Line	Option	Type	Option Description	Qty
125	0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
126	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
127	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
128	0589905		Alarm, Back-up Warning, PRECO 1040	1
129	0564535		Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	1
			Location, Lights - rear body corners	
			Qty, Lights (pair) - 1	
130	0687610		Lights, Perimeter Cab, Truck-Lite 6060C LED 2Dr, Grommet Mt	1
131	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
132	0768520		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step, Comm Chassis	1
			Control, Perimeter Lts - Parking Brake Applied	
133	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
134	0782880		Lights, Side Scene, WIn M9LZC LED, 1st	2
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS	
			Location, Scene Lights - DS Body, Forward, 1lt and DS Body, Rearward,	
			1lt	
135	0782877		Lights, Side Scene, WIn M9LZC LED, 2nd	2
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS	
			Location, Scene Lights - PS Body, Forward, 1lt and PS Body, Rearward,	
			1lt	
136	0689891		Lights, Deck, WIn (2) PFBP12C LED Rear Flood Lights	1
			Switch, Scene Lt Cntrl - h)switch at rear	
137	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
138	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
139	0645683		Lights, Rear Scene, WIn, M9LZC LED	2
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS	
			Location, Scene Lights - Each Side Rear Body, High, 4lts	
140	0762433		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas, Front Sheet	1
			Qty, Cargo Lts - 1	
141	0802896		Tanker, High Side Dry Side, Aluminum Body, Tandem Rear Axle, Commercial Chassis	1
142	0682210		No Value Discount Available	1
143	0692094		Tank, Water, Poly, High Side Dry Side, 2500 Gallon, With Catwalks, 182" Body	1
144	0028107		Not Required, Foam Cell Modification	1
145	0556517		Restraint, Water Tank, Dry Side Tanker	1
146	0083235		Tank Access Ladder, Poly Tank, Dry Side Tanker	1
			Location, driver's/passenger's/center - Right Side	
147	0027805		Overflow, 6" Poly, Tanker	1
148	0645089		Rack, Zico Quic-Lift, PTS-HA, Hydraulic Tank Rack, Cover	1
			Qty, - 01	
			Location, driver's/passenger's/center - Left Side	
			Size, Portable Tank - 2100g Fol-Da-Tank - Aluminum Frame	
			Cover Material, Rack, Folding Tank or HSH - Smooth Aluminum - Painted	
			Job Color	
149	0021854		Tank Fill, 2.50" Direct, Rear, Poly Tank	1
			Location, driver's/passenger's/center - Right	
			Adapter, Elbow - 2.5"NST	
150	0023298		Tank Fill, Direct, Rear 4.0", Butterfly Valve, Poly Tank	1
			Qty, - 1	
			Location, driver's/passenger's/center - Right	
			Adapter, Elbow - 4.0"NST x 5.0" Storz	
151	0048710		Not Required, Jet Assist	1
152	0031170		Dump, 10" Newton, Rear, Electric, S/S, DRY SIDE TANKER	1
153	0637710		Dump Chute, Rear, Newton 6012SW-34 Swivel, Stainless Steel, w\Telescopic Ext.	1
154	0028740		No Left Side Dump Req'd	1
155	0028767		Not Required, Dump Valve Chute, Left Side	1
156	0028741		No Pass Side Tank Dump Req'd	1
157	0028759		Not Required, Dump Valve Chute, Right Side	1

Line	Option	Type	Option Description	Qty
158	0091023		Hose Bed, Aluminum, Dry Side Tanker	1
			Finish, Inside of Hose Bed - Painted	
159	0618594		Hose Bed Capacity, Tanker Standard for NFPA, 200' of 2.50"	1
160	0073494		Not Required, Divider, Hose Bed	1
161	0589278		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear	1
			Type of fastener - seat belt buckle	
			Nylon Web Color - Black	
			Type of fastener, Rear - seat belt buckle - bottom of hosebed	
162	0013512		Running Boards, 12.75" Deep	1
163	0028777		Tailboard, 16" Deep, Etanker & Dry Side	1
164	0690023		Wall, Rear, Smooth Aluminum	1
165	0003540		Tow Eyes (2) (Tanker/Rescue)	1
166	0590926		Hose Restraint, Running Board, Velcro Straps	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
167	0014117		Tray, Hose, Running Board, "Free Floating", 25' of 5"	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
168	0003581		Construction, Compt, Alum, Dry Side Tanker	1
169	0891839	SP	LS 182" LOW w/Roll-up, (High Side on PS) Dry Side, Commercial Chassis	1
170	0588071		Compt, (1) Hard Suction Hose, LS, Smooth Aluminum Door	1
171	0891838	SP	RS 182" Roll-up Door, HIGH SIDE (Low DS), Dry Side, Commercial Chassis	1
172	0588069		Compt, (1) Hard Suction Hose, RS, Smooth Aluminum Door	1
173	0692760		Doors, Gortite, Roll-up, Side Compartments	7
			Qty, Door Accessory - 07	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
174	0048732		No Rear Compt Req'd - Dry Side/Tanker	1
175	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	4
			Qty, - 04	
			Location, Compartment Lights - All Body Compts	
176	0689541		Lights, Compt, Pierce, LED Light Strip, 9", Additional	1
			Location, Lights - rear compartment	
			Qty, - 01	
177	0687146		Shelf Tracks, Painted	3
			Qty, Shelf Track - 03	
			Location, Shelf Track - LS2, RS1 and RS2	
178	0003984		Tray, 250 lb Slide-out, 2" Sides - Adj. Height	1
			Location - LS-2	
			Qty, Tray (slide-out) - 01	
179	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	2
			Qty, - 02	
			Location, Tray Slide-Out, Floor Mounted - RS2 and LS2	
			Material Finish, Tray - Painted - Spatter Gray	
180	0028963		Matting, Vin-A-Grip, on Shelves and Trays	3
			Location - two on trays LS-2/RS-2	
			Qty, Comp. Accessory - 03	
181	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
182	0004036		Fender Crowns, Rear, Rubber, Two Pair	1
183	0519849		Not Required, Hose, Hard Suction	1
184	0626229		Handrails, Side Pump Panels, Per Print	1
185	0037868		Compt, Air Pack, Between Tandems, Bottom Hinged S/S Door, Dry Side	2
			Qty, - 02	
			Location, driver's/passenger's/center - Left & Right	
			Door Finish, Fender Compt - Brushed	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Dura-Surf Lining	
186	0657524		Compt, Air Bottle, Single, Round, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Single - LS Fwd and Single - RS Fwd	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	

Line	Option	Type	Option Description	Qty
187	0004218		Ladder, 35' Duo-Safety 1200A 2-Sect	1
			Qty, - 1	
188	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
189	0638371	SP	Ladder Storage Compt, Thru Tank, Dry Side Tanker, Reduce Tank Capacity	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door, Storage - Lift and Turn Latch, Flush, Pair	
			Door Type - vertically hinged	
190	0733387		Ladder, 10' Duo-Safety Folding 585A	1
191	0004348		Pike Pole, 8' DUO Safety, Fiberglass	1
			Location - ladder storage compartment	
			Qty, Pike Poles - 1	
192	0004349		Pike Pole, 10' DUO Safety, Fiberglass	1
			Location - pike pole mount	
			Qty, Pike Poles - 1	
193	0084332		Not Required, Pike, Pole, 8'	1
194	0733370		Pike Pole, 6' DUO Safety, Fiberglass	1
			Qty, Pike Poles - 1	
195	0004361		Tubes, Alum, Pike Pole Storage	2
			Qty, Pike Pole Tubes - 02	
			Location, Pike Pole Tube - HSH Compartments	
196	0024388		No Steps Required, Front Of Body	1
197	0014381		Not Required, Rear Step (No rear door)	1
198	0007545		Pump House, Side Control, 45", Control Zone	1
199	0035501		Pump House Structure, Std Height	1
200	0649496		Pump, Hale, DSD, 1500 GPM, Single Stage	1
201	0011039		Seal, Mechanical, Hale, QFLO/QPAK/8FG-Standard	1
202	0014477		Trans, Pump, Hale, Gear	1
203	0635600		Pumping Mode, Stationary Only	1
204	0604324		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Hale	1
205	0003148		Transmission Lock-up, EVS	1
206	0004547		Auxiliary Cooling System	1
207	0014486		Not Required, Transfer Valve, Single Stage Pump	1
208	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 150 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
209	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
210	0072153		Primer, Trident, Air Prime, Air Operated	1
211	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
212	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
213	0089437		Plumbing Without Foam System	1
214	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
215	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
216	0084610		Valves, Akron 8000 series- All	1
217	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
218	0004700		Control, Inlet, at Valve	1
219	0004660		Inlet (1), Left Side, 2.50"	1
220	0029147		Not Required, Inlet, Right Side	1
221	0034720		Anode, Zinc, Pair, Pump Inlets	1
222	0092569		No Rear Inlet (Large Dia) Requested	1
223	0064116		No Rear Inlet Actuation Required	1
224	0092696		Not Required, Cap, Rear Inlet	1
225	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
226	0092568		No Rear Auxiliary Inlet Requested	1
227	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
228	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
229	0027900		Tank Fill, 2.00"	1
230	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
231	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	

Line	Option	Type	Option Description	Qty
232	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
233	0092570		Not Required, Outlets, Left Side Additional	1
234	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
235	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
236	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
237	0092571		Not Required, Outlets, Right Side Additional	1
238	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
239	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
240	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
241	0092572		Not Required, Outlet, Front	1
242	0092575		Not Required, Outlet, Rear	1
243	0045099		Not Required, Elbow, Rear Outlets	1
244	0092574		Not Required, Outlet, Rear, Additional	1
245	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
246	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
247	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
248	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
249	0556201		Adapter, 4" FNST X 5" Storz, w/Cap	1
			Qty, Adapter for Outlets - 01	
			Location, Adapter(s) - right side	
250	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	4
			Qty, Adapter for Outlets - 04	
			Location, Adapter(s) - two on passenger side two on the driver side pump panel.	
251	0005065		Outlet, 3.00" Deluge Riser	1
252	0770359		No Monitor Requested, Customer/Dealer Furnished and Installed	1
			Fill in Blank - no monitor cap off top of plumbing	
253	0029304		No Nozzle Req'd	1
254	0005070		Deluge Mount, NPT	1
255	0087160		No Deadlay Req'd., - Etanker & Dry Side	1
256	0723726		Speedlay Module Not Required	1
257	0722432		Hose Restraint Not Required, No Speedlay Module	1
258	0723395		Speedlays, Not Required	1
259	0723394		Speedlays, Not Required	1
260	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
261	0029196		Not Required, 2.50" Crosslay	1
262	0591145		Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting	2
			Qty, - 02	
263	0029260		Not Required, Speedlays	1
264	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
265	0590891		Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top	2
			Qty, - 02	
266	0044333		Not Required, Foam System	1
267	0012126		Not Required, CAF Compressor	1
268	0552517		Not Required, Refill, Foam Tank	1
269	0042573		Not Required, Foam System Demonstration	1
270	0045465		Not Required, Foam Tanks	1
271	0091110		Not Required, Foam Tank Drain	1
272	0091079		Not Required, Foam Tank #2	1
273	0091112		Not Required, Foam Tank #2 Drain	1
274	0738072		Approval Dwg, Pump Panel(s), Not Required	1
275	0032479		Pump Panel Configuration, Control Zone	1
276	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
277	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	

Line	Option	Type	Option Description	Qty
278	0785641		Engineering Review May Be Required, PumpHouse Interference - SEE TECH NOTE	1
279	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White Qty, - 01	1
280	0586382		Gauges, Engine, Included With Pressure Controller	1
281	0005601		Throttle, Engine, Incl'd w/Press Controller	1
282	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
283	0549333		Indicators, Engine, Included with Pressure Controller	1
284	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
285	0005780		Control, Air Horn At Pmp Pnl, Button	1
286	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
287	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
288	0736421		Gauge, Water Level, Class 1, Remote Module Driver Activation, Water Level G - Ignition & Park Brake	1
289	0760619		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level, PMFD Qty, - 03 Activation, Water Level G - i) ignition switch Location, Water Level Gauge, Multi-Select - Body Sides, Front & Rear Color, Trim - Chrome Trim	3
290	0006774		Not Required, Foam Level Gauge	1
291	0593161		Light Shield, S/S LED	1
292	0508023		Air Horns, (2) Hadley, 6" Round, eTone, Sides of Engine Hood	1
293	0791273		Location, Air Horn(s), Side of Engine Hood	1
294	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
295	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
296	0065403		Location, Elect Siren, Overhead, Freightliner M2/SD	1
297	0076156		Control, Elec Siren, Head Only	1
298	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
299	0614520		Location, Recessed in the Non-Extended Front Bumper, PS, Commercial Chassis	1
300	0584207	SP	Siren, Federal Q2B on Kw/Peterbilt Non-extend Kw Bumper, DS	1
301	0612417	SP	Siren, Mechanical, Mounted in Non-Extd Bumper Wing, DS, Kw T370/800/Peterbilt Location, Siren, Mech - a) Left	1
302	0026163		Control, Mech Siren, DS & PS Foot Sw	1
303	0737515		Sw, Siren Brake, Momentary Red, Switch Panel, Commercial Chassis, PMFD	1
304	0746353		Not Required, Warning Lights Intensity	1
305	0606721		Lightbar, WIn, Freedom IV-V, 60", R_RR__RR__RR_R Filter, Whl Freedom Ltbrs - No Filters	1
306	0524929		Lights, Front Zone, WIn LIN3 Super LED, Comm	1
307	0545589		Light, Front, WIn M7** LED Location, Lights - front grille all four corners Color, Light - ae) red Qty, - 02 Color, Lens, LED's - c)clear	2
308	0643834		Lights, Side Zone Lower, WIn M4*C Frnt & M6* C Rear LED, Clear Lens 2pr Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Red Color, Lt Side Rear - Red Location, Lights Rear Side - Over Rear Wheels	1
309	0564655		Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
310	0088745		Light, Rear Zone Up, WIn L31HRFN LED Beacon, Red LED Color, Dome, Rear Warning - j) both domes clear	1
311	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
312	0090826		Rear Warning Brackets, S/S, Std Mount for Dry Side Tanker	1
313	0762435		Light, Traffic Directing, WIn TAL85, 46.87" Long LED, Lens Feature Activation, Traffic Dir L - Aux Flash With Ign Sw Through Separate Mom Sw Color, Lens, LED's - m)match LED's	1
314	0529680		Location, Traf Dir Lt, Surface Mounted with Treadplate Box	1
315	0636794		Location, Traf Dir Lt Controller, in Cab, Within Reach of Driver, Commercial	1
316	0519934		Not Required, Brand, Hydraulic Tool System	1

Line	Option	Type	Option Description	Qty
317	0649753		Not Required, PTO Driven Hydraulic Tool System	1
318	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
319	0602518		NFPA Required Loose Equipment, Mobile Water, NFPA 2016, Provided by Fire Dept	1
320	0519913		Not Required, Soft Suction Hose	1
321	0027023		No Strainer Required	1
322	0602536		Extinguisher, Dry Chemical, Mobile Water Supply, NFPA 2016, Provided by Fire Dep	1
323	0602355		Extinguisher, 2.5 Gal. Press. Water, Mobile Water/Foam, Not Required	1
324	0784238		Axe, Flathead, Mobile Water Supply, Not Required by NFPA 2016 Classification	1
325	0007492		Not Required, Axes, Pickhead	1
326	0607712		Paint Process / Environmental Requirements, PMFD	1
327	0583880		Paint, Optional Color, Commercial Grade Chassis Finish, PMFD	1
			Paint Color - Commercial, PMFD - #10 White	
328	0586530		Chassis Cab Paint, Optional Color, by Chassis Manufacturer	1
			Paint Color, Commercial, Optional - #10 White	
329	0583915		No Two-Tone Paint Req'd	1
330	0582663		Paint, Chassis Frame Assy, Black, by Commerical Chassis Manufacturer	1
331	0651185		Paint, Wheels, NOT REQUIRED - ALUMINUM WHEELS, Commercial	1
332	0651164		Wheels, Accent Stripe NOT REQUIRED	1
333	0007230		Compartment, Painted, Spatter Gray	1
334	0544124		Reflective Band, 1"-4"-1"	1
			Color, Reflect Band - A - i) gold	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - ze) gold	
335	0007357		Reflective on Front Bumper	1
336	0544909		Stripe, Chevron, Rear, Diamond Grade, Dryside Tanker	1
			Color, Rear Chevron DG - fluorescent yellow green	
337	0073811		Folded "Z" Ribbon in Reflective Stripe, Pair	1
			Location - Front body side	
			Qty, - 1	
338	0065780		Stripe, Reflective, Cab Drs Interior, Commercial Cabs, 2dr	1
			Color, Reflective - e) black	
339	0679779		Stripe, Vinyl, Two-Tone Paint Break, 2 Door Commercial Cab	1
340	0027286		Not Required, Lettering Specs	1
341	0007472		[Lettering not Requested]	1
342	0068292		Stripe, Gold Leaf, Side of Body, Low and Over Fender	1
343	0686233		Lettering, Gold Leaf, 5.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
344	0686215		Lettering, Gold Leaf, 8.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline and Shade	
345	0686256		Lettering, Gold Leaf, 4.00", Each	17
			Qty, Lettering - 17	
			Outline, Lettering - Outline	
346	0686236		Lettering, Gold Leaf, 5.00", Each	12
			Qty, Lettering - 12	
			Outline, Lettering - Outline and Shade	
347	0017268		Decals, Customer furnished, Pierce installed, Per Pair	1
			Qty, - 1	
348	0766245		Manual, Fire Apparatus Parts, USB, Body Parts Only, Commercial Product	1
349	0766243		Manual on USB Flash Drive, Service, Commercial	1
350	0002902		Manual, Commercial Chassis Operation	1
351	0080008		Warranty, Basic, 1 Year, Apparatus, Commercial Chassis, WA0008	1
352	0681678		Warranty, Basic Vehicle, 3 yrs or 100,000 Miles, Freightliner	1
353	0595282		Warranty, Cab Paint, As Provided By Chassis Manufacturer, Commercial	1
354	0695416		Warranty, Pierce Camera System, WA0188	1
355	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
356	0021516		Warranty, 5-Year EVS Transmission, Standard Comm, WA0187	1
357	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
358	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
359	0892410		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0388	1
360	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1

Line	Option	Type	Option Description	Qty
361	0641372		Warranty, Foam System, Not Available	1
362	0688015		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
363	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
364	0593921		Not Required, Warranty, No Lettering	1
365	0683627		Certification, Vehicle Stability, CD0156	1
366	0544897		Certification, Cab Integrity, Freightliner, CD0022	1
367	0545073		Amp Draw Report, NFPA Current Edition	1
368	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
369	0000017		FLORIDA DIVISION BODY	1
370	0000015		FLORIDA DIVISION COMMERCIAL CHASSIS	1
371	0004713		ENGINE, OTHER	1
372	0046396		EVS 4000 Series TRANSMISSION	1
373	0020012		HALE PUMP	1
374	0089358		DRY SIDE - TANK	1
375	0028047		NO FOAM SYSTEM	1
376	0020006		SIDE CONTROL	1
377	0020007		AKRON VALVES	1
378	0020909		ABS SYSTEMS, Commercial	1
379	0755450		PIERCE MFG BODY	1



This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and **Madison County Fire Dept** (Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of \$534,722.00 USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

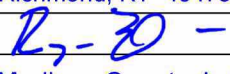
3. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (Fire Dept Headquarters) within 730 days from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial

defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. 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: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
Madison County Fiscal Court
135 W Irvine St, Ste 300
Richmond, KY 40475

Madison County Judge Executive

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

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

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

Name: Jack Jackson
Title: Director of Order Management
Date: 09/30/2022

CUSTOMER:

RJ-30 -
Name: Reagan Taylor
Title: Judge Executive
Date: 9/29/2022

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: 9/29/2022

Customer Name: Madison County Fiscal Court

Quantity	Chassis Type	Body Type	Price per Unit
1	Freightliner 114SD	Tanker	\$534,722.00
			\$
			\$
			\$
			\$

Payment Terms: Payment Upon Delivery. Other payment Options are available. _____

Other Terms: _____

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: An Atlantic Emergency Solutions trainer will train Dept on operation of new unit after_delivery.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.