



APPARATUS PURCHASE AGREEMENT

1. **PARTIES.** The parties to this contract are the Coweta Fire Department, 214 N. Broadway St., Coweta, OK 74429 (hereinafter the BUYER), and Deep South Fire Trucks, Inc., 2342 U.S. Highway 49 North, P.O. Box 293, Seminary, Mississippi (hereinafter the SELLER).

2. **AGREEMENT.** This Purchase Agreement and incorporated Medium Duty Rescue Specifications form the total Agreement between the BUYER and SELLER and supersedes all previous verbal discussions and/or written agreements. The SELLER agrees to furnish to the BUYER, and the BUYER agrees to purchase from the SELLER the chassis, tank, and associated equipment as defined in the Specifications as approved by the BUYER and SELLER and contained in this Agreement. In the event there is any conflict between previous specifications or verbal agreements between the customer and Deep South Fire Trucks, Inc. it is agreed between the parties that the apparatus and equipment shall meet only the specifications attached hereto, and no other.

3. **DELIVERY.** The specified Medium Duty Rescue shall be delivered to the BUYER in approximately 150-180 days for an in stock HV chassis from the receipt of the signed Purchase Agreement from the BUYER, and signed acceptance by the SELLER at the Seller's Corporate Headquarters in Seminary, Mississippi. Delivery shall be approximately 280-300 days if specified MV chassis is ordered.

4. **FORCE MAJEURE.** The SELLER shall not be held liable for any failure or delay in performance under this Agreement to the extent said failures are proximately caused by causes beyond the SELLER'S reasonable control and occurring without its fault of negligence, including, without limitation, labor strikes, fires, accidents, acts of nature, failure of suppliers, subcontractors, carriers, or party to substantially meet performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the SELLER shall give written notice, with full details, to the BUYER following the occurrence of the cause of delay within forty-eight (48) hours of the occurrence.



5. TERMS. This Agreement is a “zero-dollars-down” contract which means that neither BUYER nor Fire department funds will be used to pay any money to the SELLER until the vehicle is delivered. The SELLER shall carry 100% of the risk of this Agreement until delivery to the BUYER. The BUYER shall provide to the SELLER the following consideration at the time of delivery:

\$ 261,042.00 Total Sale Price

6. PAYMENT. Payment will be made in full upon completion at Deep South or delivery to Fire Department. Deep South shall invoice the fire department 15 days prior to completion or delivery so department can arrange funds to be made available. Deep South shall retain all ownership rights until the unit is paid for in full. If payment is not made available at time of completion, Deep South Fire Trucks reserves the right to a service charge of \$300.00 per calendar day.

COWETA FIRE DEPARTMENT (BUYER):

Signature: _____ Date: _____
Print Name: _____ Title: _____

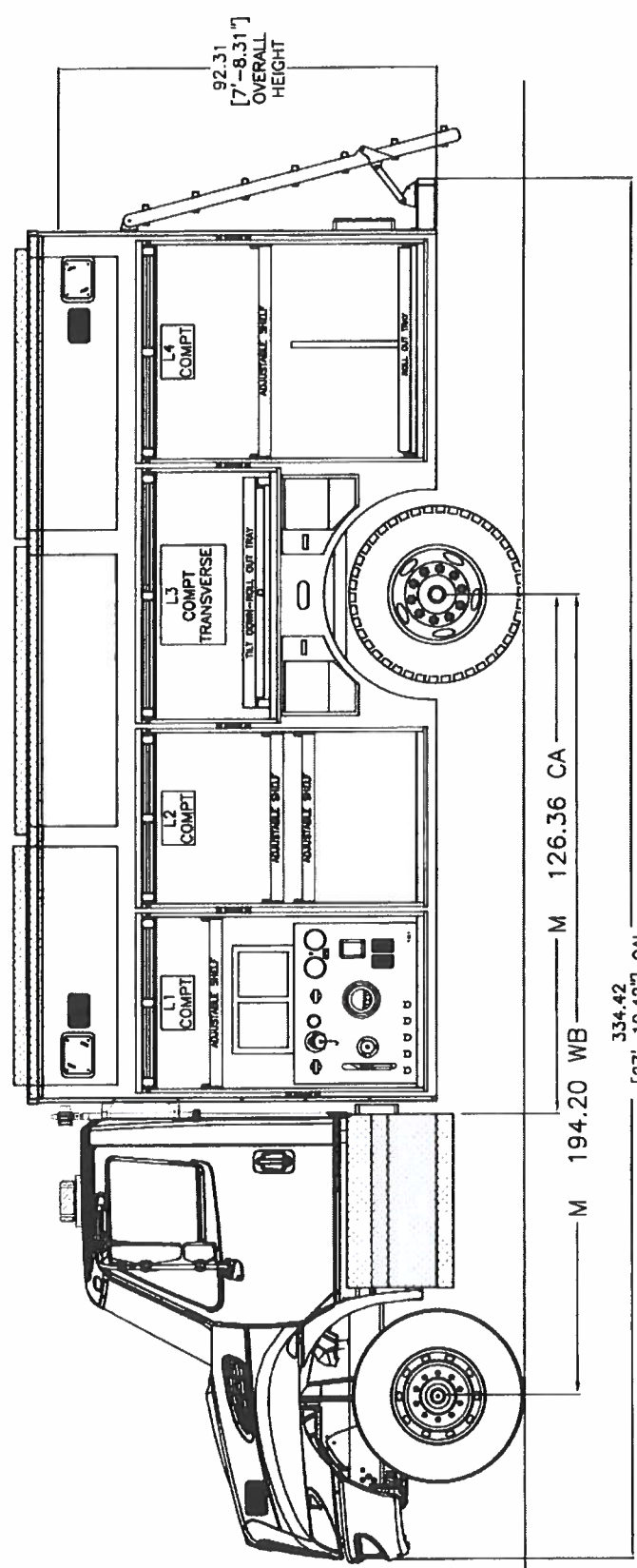
DEEP SOUTH FIRE TRUCKS, INC. (SELLER):

Signature: _____ Date: _____
Print Name: _____ Title: _____



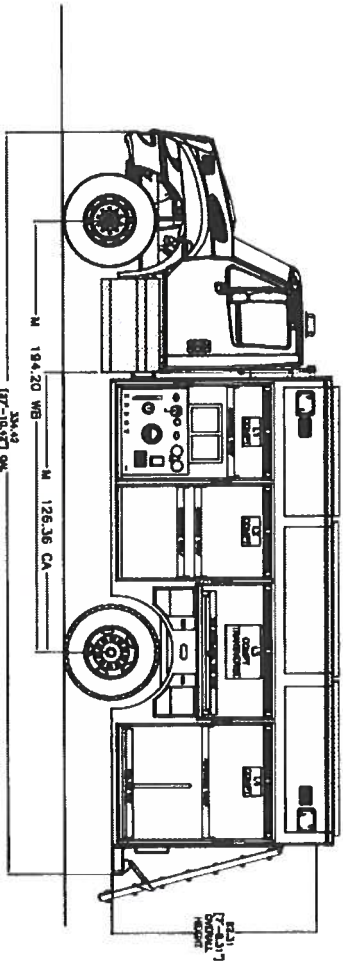
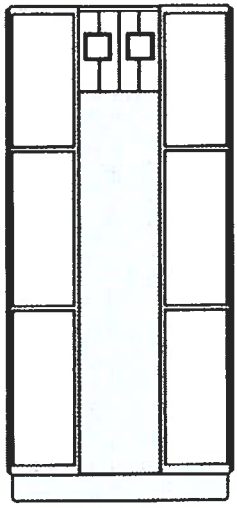
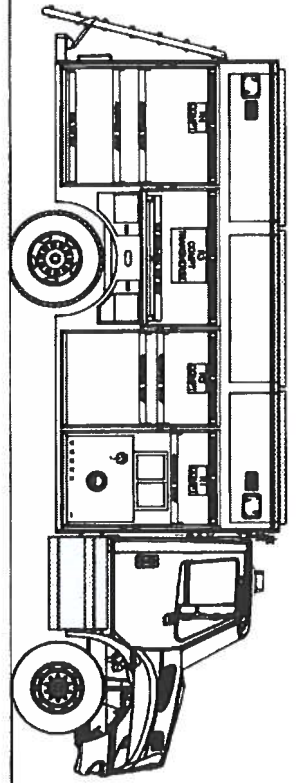
DRAWINGS MAY SHOW SOME OPTIONS. IF DISCREPANCIES EXIST BETWEEN DRAWING AND THE WRITTEN SPECS., THE WRITTEN SPECS. WILL PREVAIL, AS FURNISHED BY DEEP SOUTH.

DESCRIPTION	DATE	APPROVED
COWETA RESCUE	5/5/21	DEA

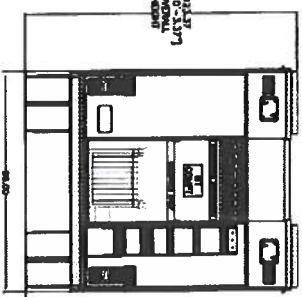




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M 194.20 WB
M 126.36 CA
33x44
137-10471 04



134.47
102-2379
102-2379
102-2379

DESCRIPTION	DATE	APPROVED
COWETA RESCUE	5/5/21	DEA

CONTRACT NO. 102-2379
DATE: 5/5/21
BY: [Signature]
FOR: [Signature]