

OSHKOSH AIRPORT PRODUCTS

A DIVISION OF PIERCE MANUFACTURING INC.
 AN OSHKOSH CORPORATION COMPANY • ISO 9001:2015 CERTIFIED
 1515 Cty Rd O
 Neenah, WI 549056
 920-832-3000



QUOTATION

City of Kansas City
 Aaron Kaden
 125 Paris Street
 Kansas City, MO 64153
 Sourcewell Contract # 113021-OKC

Date: 12/21/2023
 Quotation: 7749
 Customer Reference: Kansas City
 Quote valid until: 3/20/2024

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	Oshkosh Striker 6x6 w/ 65' Snozzle Aircraft Rescue Firefighting Vehicle as described in the attached technical specification.	\$1,657,315.00	\$3,314,630.00
1	Oshkosh Striker 6x6 Aircraft Rescue Firefighting Vehicle as described in the attached technical specification.	\$1,385,622.00	\$1,385,622.00
		TOTAL	\$4,700,252.00

FREIGHT TERMS: FOB Kansas City International Airport

Delivery 15 - 17 Months After Receipt of Order

Payment Terms Net 30 days

Taxes Unless stated above, VAT, GST, state and local taxes, and other miscellaneous taxes are not included in the price

Validity Quotation valid only if accepted by both Contractor and Purchaser on or before date listed above.

by  12/21/2023
 Tim Donahue, Regional Sales Manager date

OPTIONAL EQUIPMENT - PER ADDENDUM

LINE	DESCRIPTION	PRICE
	Total Option Price	\$ -

TERMS AND CONDITIONS OF SALE
INCLUDING LIMITATIONS OF WARRANTY

Order Placement. All goods and services furnished by Oshkosh Airport Products, a division Pierce Manufacturing Inc. ("Pierce") are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with Pierce's then current procedure. Acceptance by Pierce of Buyer's order is expressly conditioned upon Buyer's acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer's order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by Pierce. Pierce may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. Pierce IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by Pierce prior to cancellation for the purpose of filling Buyer's order and not usable by Pierce for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which Pierce may have incurred in the performance of the order. Notice of cancellation is not effective until received by Pierce at its corporate address (Pierce Manufacturing Inc., 2600 American Drive, P.O. Box 2017, Appleton, WI 54915-2017 U.S.A., Attn: Vice President, Marketing and Sales). If Buyer elects to cancel the order in part, Pierce may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed to by us in writing, price and delivery terms shall be: a) Apparatus--ex factory shipping point; b) Refurbishment and Repair--F.O.B. Pierce's Weyauwega, Wisconsin, plant; and c) Parts--F.O.B. shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by Pierce. If Pierce shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in U.S. dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to Pierce those items reasonably requested in order to establish Buyer's credit. Pierce shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever Pierce in good faith deems itself insecure, it may: cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure Pierce with respect to Buyer's payment of goods and services furnished or to be furnished. Buyer will pay Pierce's actual costs of collection incurred, including reasonable attorney's fees if Pierce is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by Pierce unless otherwise agreed upon in writing. Buyer shall permit Pierce at any reasonable time to make audits of its collateral, including records of shipments, sales and payment. Pierce may demand immediate payment for trucks, chassis or parts shipped from Buyer's location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to Pierce.

Acceptance. Goods furnished or services performed by Pierce in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to Pierce, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for Pierce's inspection or disposition.

Limited Warranty: Disclaimer. Pierce warrants that all new and unused goods furnished by Pierce are free from defect in workmanship and material as of the time and place of delivery by Pierce in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) Pierce or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer's Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of Pierce. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by Pierce. **PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE,** notwithstanding any knowledge of Pierce regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by Pierce personnel.

Buyer's Remedies. At its option, Pierce will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for any incidental, special, indirect or consequential damages, whether resulting from nondelivery or from Pierce's own negligence or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold Pierce harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Buyer's sale, installation or use of goods sold or supplied by Pierce and not caused by the negligence of Pierce, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of Pierce upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and The Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this Agreement are governed by the laws of the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.