

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 24
SERIES OF 2022**

**A RESOLUTION AUTHORIZING THE CITY OF LEADVILLE TO
PURCHASE OF ONE TYPE 1 FIRE ENGINE FOR LEADVILLE-LAKE
COUNTY FIRE RESCUE**

WHEREAS, the City of Leadville (“City”) is authorized by state law to acquire equipment for municipal purposes; and

WHEREAS, City Council, as the governing body of the City of Leadville, has determined that a true and real need exists for the acquisition of a Type 1 Fire Engine (“Equipment”) for use in the efficient and proper operation of the Leadville-Lake County Fire Rescue; and

WHEREAS, the City has taken the necessary steps under applicable law to arrange for the acquisition of such Equipment pursuant to the purchasing policy per Section 3.08.020 of the Leadville Municipal Code; and

WHEREAS, the City Council desires to approve the purchase agreement for the Equipment with the vendor, Boise Mobile Equipment, Inc. (“Purchase Agreement”) in substantially the forms attached hereto; and

WHEREAS, City Council further desires authorize the Mayor, City Attorney, and City Staff to execute such documents and take such action as may be necessary to complete the acquisition of and financing for the Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado as follows:

Section 1. The foregoing recitals are incorporated herein by reference as findings and determinations of City Council.

Section 1. **Findings and Authorizations.** The City Council of the City of Leadville makes the following findings and representations:

- (a) City Council hereby approves the purchase of one Type 1 Fire Engine for the Leadville-Lake County Fire Rescue in an amount not to exceed **Five Hundred Eighty-Nine Thousand Dollars and No Cents (\$589,000)**.
- (b) City Council authorizes an initial payment of **One Hundred Thousand Dollars (\$100,000)** by the City directly to Boise Mobile Equipment, Inc. for the Equipment to be paid within thirty (30) days of the Effective Date of the Purchase

Agreement and the remainder of the purchase price for the Equipment to be financed through the Lease-Purchase Agreement or by a direct lump sum payment.

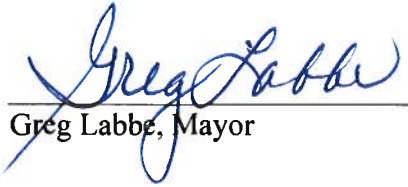
- (c) City Council therefore authorizes the Mayor to execute Purchase Agreement in substantially the form attached hereto as **Exhibit 1** following review and approval of the Purchase Agreement by the City Attorney and subject to minor modifications approved by the City Attorney. The Mayor, the City Attorney, and City Staff, as necessary and appropriate, are authorized to execute and deliver on behalf of the City all documents necessary to acquire the Equipment, and supporting documents as deemed necessary or desirable as long as any such revisions do not materially increase the obligations of the City.
- (d) Finally, City Council authorizes the Mayor, City Attorney, and City Staff to take such other actions as may be necessary and that do not increase the financial obligations of the City to execute the Purchase Agreement and to complete the acquisition of the Equipment.

Section 2. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 4. **Effective Date.** This Resolution shall take effect upon its adoption by the City Council.

(continued on next page)

CITY OF LEADVILLE, COLORADO:

By: 
Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

ADOPTED by a vote of 7 in favor and 0 against, and 0 abstaining, this 17th day of May 2022.

EXHIBIT 1
PURCHASE AGREEMENT

(see attached document)

**CITY OF LEADVILLE, COLORADO
PURCHASE AGREEMENT**

**PRODUCT/SERVICES NAME: FIRE TYPE 1 FIRE APPARATUS PURCHASE AND
DELIVERY**

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF LEADVILLE**, a Colorado municipal corporation (the "City"), and **BME FIRE TRUCKS LLC**, an Idaho limited liability company, whose principal office address is 4600 Apple Street, Boise, Idaho 83716 (the "Company"). The City and the Company may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, BME FIRE TRUCKS LLC manufactures fire trucks and other emergency vehicles and equipment; and

WHEREAS, the City, on behalf of Leadville-Lake County Fire Rescue ("Fire Department"), desires to purchase a Type 1 Fire Apparatus from the Company described with particularity in Exhibit A attached hereto, (the "Product"); and

WHEREAS, the City desires to purchase the Product described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. TERM.** This Agreement shall become effective upon the date of mutual execution of the Parties ("Effective Date") and shall terminate upon acceptance of the Product by the City and payment in full for the Product by the City pursuant to the terms of this Agreement.
- 2. PAYMENT.** The City agrees to pay a total of **Five Hundred Eighty-Nine Thousand Dollars and No Cents \$589,000** ("Purchase Price"). With the purchase price of \$589,000, in consideration for the Services (the "Purchase Price"), which is inclusive of all delivery charges. BME will credit Purchaser \$100,000 in change orders and optional equipment. Any funds that are not used are to be returned to the Purchaser. The City agrees to purchase the Product as set forth in subsections A and B below:

- A. **First Installment.** If the City shall pay the Company the first installment of **One Hundred Thousand Dollars and No Cents (\$100,000.00)** (the “First Installment”) on the Effective Date.
- B. **Second Installment.** **Subject to a fully executed lease purchase agreement,** the City shall pay the remaining Purchase Price of **Four Hundred Eighty-Nine Thousand Dollars and No Cents (\$489,000)** (the “Second Installment”) within thirty (30) days after the Acceptance Date, as defined in Section 3 below. The Company understands and agrees that the Second Installment may be paid to Company by such third-party or by the City, and Company agrees to cooperate with the City and the third-party regarding any title or title transfer process for the Equipment, as may be necessary. City agrees to provide Company with such information regarding the lease-purchase agreement and the third-party as is necessary to complete the delivery, acceptance, and the City’s acquisition of the Equipment.

3. DELIVERY, INSPECTION, AND ACCEPTANCE.

- A. **Inspection.** Company shall notify the City in writing (“Completion Notice”) upon completion of the Product. City shall have thirty (30) days from the date the City receives the Completion Notice from Company to inspect the Product (“Inspection Period”). The Inspection Period may be extended if mutually agreed upon in writing by the Parties. The City will inspect the Product at Company’s address set forth in the Notice section of this Agreement (see Section 28 below). Unless otherwise specified in this Agreement, any costs or expenses of the City incurred in conducting the inspection of the Product, including without limitation travel costs and expenses, shall be the sole responsibility of the City. Company shall fully explain and demonstrate to City the proper method of operating the Product during the inspection. Upon completion of the inspection, the Parties shall sign an Inspection Form, which shall be in substantially the form attached to this Agreement as **Exhibit B** (“Inspection Form”). If the Inspection Form lists items to be corrected by Company, these items shall be corrected by Company as soon as reasonably practicable. Once corrected, the Product shall be delivered to City pursuant to paragraph 3.B below.
- B. **Delivery.** The Company shall deliver the Product to **816 Harrison Avenue, Leadville, Colorado 80461** (the “Point of Delivery”). The Company shall notify the City of the date on which the Product shall be delivered to the Point of Delivery (the “Delivery Date”) and shall provide the City with notification of the Delivery Date at least seven (7) calendar days prior to the Delivery Date. Upon delivery of the Product to the Point of Delivery, the City shall again complete an Inspection Form (see **Exhibit B**) and shall indicate in the Inspection Form whether the items to be corrected that were indicated in the previous inspection at Company’s address have been corrected to the City’s satisfaction. If the Product conforms to the Specifications, the City shall indicate its acceptance of the Product on the Inspection Form and provide the Inspection Form to the Company. If the Product does not conform to the Specifications, the Company shall remedy the nonconformance as

soon as practicable. Remedying the nonconformance prior to the City's acceptance of the Product shall be at no additional cost to the City. Such remedies may involve servicing the Product at the offices of Front Range Fire Apparatus, Limited, 7600 Miller Ct., Frederick West Business Park, Frederick, CO 80530, or the Company may send a mechanic to the Point of Delivery within 24 to 36 hours of notice of the nonconformance. The City shall not accept the Product if it does not conform to the Specifications set forth in Exhibit A. The "Acceptance Date" shall be the date on which the Product is delivered to the Point of Delivery and the City has completed an Inspection Form indicating that the City accepts the Product.

4. **WARRANTIES. Standard Warranty.** Any applicable warranties for the Product are shown in Exhibit C and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative. Any implied warranty of merchantability or fitness for a particular purpose associated with the Product shall be limited in duration to the earlier of one (1) year or the period in which the Product is owned by the City.
5. **CITY'S TAX-EXEMPT STATUS.** The City is exempt from taxation pursuant to Article X of the Colorado constitution and § 39-26-704(1), C.R.S., and is the holder of a Tax-Exempt Status Certificate issued by the Colorado Department of Revenue. The City is therefore exempt from any taxes related to its purchase of the Product.
6. **INDEPENDENT CONTRACTOR:** The Company shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Company or the Company's employees, sub-contractors, sub-consultants, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.
7. **INDEMNIFICATION.** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Company or any other person or entity whatsoever. The Company shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the Company need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City's elected officials, officers, directors, agents, and employees. Company's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Company to defend in

litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party not a party to this Agreement.

8. **RISK OF LOSS.** The City shall bear the risk of loss or damage to the product caused by negligence of the City beginning on the Delivery Date. The City shall bear all risks of loss of and damage to the Product from any cause upon the Acceptance Date. The City's responsibility for loss or damage to the Product prior to the Acceptance Date hereby expressly excludes liability due to action or inaction by the Company or any cause that is no fault of the City.

9. **RECORDS AND OWNERSHIP OF DOCUMENTS.**

A. **Retention and Open Records Act Compliance.** All records of the Company related to this Agreement, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. The Company agrees to allow access by the City and the public to all public records. The Company's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all public records produced or created as a result of this Agreement. Nothing contained herein shall limit the Company's right to defend against disclosure of records alleged to be not public. Company shall label any confidential or proprietary information that is not a "public record" under CORA as "CONFIDENTIAL" to alert the City that such information may not be a public record. The Parties understand and agree that labeling a record as "CONFIDENTIAL" in and of itself does not necessarily mean it will not ultimately be considered a public record.

B. **City's Right of Inspection.** The City shall have the right to request that the Company provide to the City a list of all records of the Company related to this Agreement and the Services and Product provided hereunder that are retained by the Company in accordance with this Section and the storage location and method. The Company agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. **Ownership.** Any work product, materials, and documents produced by Company pursuant to this Agreement shall become property of the City of Leadville upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary information used or provided by the Company to the City not specifically created and delivered pursuant to this Agreement may be protected by a copyright held by the Company. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive

use internally by City staff and/or City contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Company waives any right to prevent its name from being used in connection with this Agreement or the Services provided hereunder.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Company related to the provision of Services and the Product hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

- 10. DEFAULT.** If the Company fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations prescribed by the City, or materially fails to comply with any duties imposed on the Company by state or federal law, within seven (7) days after delivery of written notice by the City specifying the non-compliance and indicating the intention of the City to terminate the Agreement by reason thereof (the "Notice of Default"), the City may terminate this Agreement. Under the terms of this Agreement, non-delivery of the Product and nonconformance of the Product to the Specifications shall expressly be considered events of default.
- 11. TERMINATION.** Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party, which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section, a "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure non-performance and upon the date of the resulting termination for non-performance, the Company shall prepare a final accounting and final invoice of charges for all performed but unpaid Services. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the effective date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Company shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section, nothing in this Section shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 12. FORCE MAJEURE.** Neither the Company nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe

weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

13. **ATTORNEYS' FEES.** Should it become necessary for the City to employ an attorney to enforce any of the conditions or covenants hereof, the Company agrees to pay all expenses so incurred, including a reasonable attorneys' fee. For any other dispute arising under this Agreement, the prevailing party shall be entitled to an award of its reasonable costs including but not limited to reasonable attorneys' fees.
14. **GOVERNING LAW AND VENUE.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Colorado. Any claims arising out of this Agreement shall be brought in Lake County District Court.
15. **TABOR.** The Parties understand and agree that the City is subject to Article X, Section 20 of the Colorado Constitution ("TABOR") and the Parties do not intend to violate the terms of this constitutional provision by the execution of this Agreement and this Agreement does not in any way constitute a multiple fiscal year obligation of the City.
16. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to waive any protection afforded the City by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, or any other applicable law providing immunity to the City, its officials or employees.
17. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** All of the Services performed under this Agreement by the Company shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Company shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.
18. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
19. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
20. **NO THIRD-PARTY BENEFICIARIES.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved

to the City and the Company, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

- 21. NONDISCRIMINATION.** In connection with the performance of Services under this Agreement, the Company agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- 22. WORKERS WITHOUT AUTHORIZATION.** The Company shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Company shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any workers without authorization. By entering into this Agreement, the Company certifies that it has verified, or attempted to verify, through participation in the Employment Eligibility Verification Program ("E-Verify")/Basic Pilot Program that the Company does not employ any workers without authorization. If the Company is not enrolled in E-Verify, the Company shall enroll in E-Verify within thirty (30) calendar days of the Effective Date of this Agreement. The Company is prohibited from using E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Company obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Company shall be required to notify the subcontractor and the City within three (3) days that the Company has actual knowledge that a subcontractor is employing or contracting with a worker without authorization. The Company shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding Company's actual knowledge. The Company shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Company is required to comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Company violates this provision, the City may terminate this Agreement, and the Company may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.
- 23. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the City or Company.
- 24. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

- 25. AGREEMENT CONTROLS.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 26. NON-WAIVER.** No indulgence, waiver, election or non-election by City under this Agreement shall affect City's duties and liabilities hereunder.
- 27. MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto and in accordance with the applicable terms of **Exhibit A**. Any changes to the Specifications, Purchase Price or delivery timeframe under this Agreement shall be detailed in a Change Order, the form of which is attached hereto as **Exhibit D**.
- 28. NOTICE.** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows in this Section. The Company and the City shall each have the right from time to time to change the address to which notice is to be given under this Section.

If to City to:

City of Leadville
Attn: Mayor
800 Harrison Ave.
Leadville, CO 80461

If to Company to:

BME Fire Trucks LLC
Attn: Chad Moffat
4600 Apple Street
Boise, ID 83716

With a copy to:

Leadville-Lake County Fire Rescue
Attn: Dan Dailey, Fire Chief
816 Harrison Avenue
Leadville, CO 80461

- 29. INCORPORATION OF EXHIBITS.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 30. AUTHORITY.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and the Company and bind their respective entities.

31. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided herein.

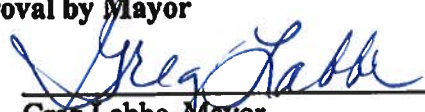
CITY OF LEADVILLE, COLORADO:

ATTEST:



Deputy City Clerk

Approval by Mayor

By: 

Greg Labbe, Mayor

Date of execution: 5/26/22

APPROVED AS TO FORM (excluding exhibits)



City Attorney

COMPANY SIGNATURE PAGE FOLLOWS



EXHIBIT A

FIRE TRUCK SPECIFICATIONS

VIN: LC087875

Vehicle: Type 1 Spartan Engine

BME Truck #3264

Vehicle Price: \$489,000

Change order and additional loose equipment to total no more than \$100,000. The vendor will invoice BME directly for loose equipment after the change order amount has been agreed upon. Any remaining amount to be refunded back to City of Leadville.

Total amount to BME: \$589,000

EXHIBIT B
INSPECTION FORM

PRODUCT: Type 1 demo Fire Apparatus

Contractor Name: Boise Mobile Equipment

VIN#: _____

Date of inspection: _____

Pursuant to that certain Purchase Agreement between the City of Leadville, CO and Boise Mobile Equipment, Inc. ("Company"), dated _____ ("Agreement"), an inspection of the Product listed above was performed as follows to review the workmanship, operation and adherence to the Specifications set forth in the Agreement.

Inspection performed by: _____

Odometer reading upon delivery: _____

Based on the inspection, the City:

The City accepts the Product for delivery and payment.

OR

The City finds that the following items do not meet the Specifications and must be remedied by Company as soon as possible and prior to the City's acceptance of the Product:

FOR THE CITY OF LEADVILLE:

ACKNOWLEDGEMENT BY COMPANY:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C:

Warranty, General Provisions, 1 Year (BME):

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, Boise Mobile Equipment shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered outside of the apparatus manufacturer's factory in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any Boise Mobile Equipment, Inc dealer/authorized service center; Return the vehicle to Boise Mobile Equipment Inc. or contact Boise Mobile Equipment Inc. Boise Mobile Equipment Inc. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

Material and Workmanship Requirements (BME):

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

Warranty, Body & Structural, 10 Years (BME):

BODY AND STRUCTURAL WARRANTY

Boise Mobile Equipment shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME, to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

Pump Warranty, Darley, 3 years:

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

Plumbing Warranty, 10 Years:

Stainless Steel PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

Valve Warranty, Akron, 10 years:

AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

Warranty, Water Tank, Poly, Lifetime:

WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

Warranty, Foam Tank, Poly, Lifetime:

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation.

Warranty, Paint, 7 years (BME):

PAINT WARRANTY

Boise Mobile Equipment, Inc shall provide a seven (7) year paint warranty which shall cover peeling and/or de-lamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

Warranty, Chassis, General (BME)

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

Manuals, Apparatus Complete (BME):

APPARATUS OPERATION MANUAL(S)

Boise Mobile Equipment shall provide one (1) printed apparatus operational manual(s).

Certificate, 12 Volt Electrical Load Analysis (BME):

ELECTRICAL LOAD ANALYSIS

A 12 volt electrical load analysis shall be completed as required by the purchaser.

DELIVERY REQUIREMENTS: The vehicle shall be delivered to the purchaser in a clean condition and ready for final acceptance.

EXHIBIT C

Warranty, General Provisions, 1 Year (BME):

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, Boise Mobile Equipment shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered outside of the apparatus manufacturer's factory in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any Boise Mobile Equipment, Inc dealer/authorized service center; Return the vehicle to Boise Mobile Equipment Inc. or contact Boise Mobile Equipment Inc. Boise Mobile Equipment Inc. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

Material and Workmanship Requirements (BME):

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

Warranty, Body & Structural, 10 Years (BME):

BODY AND STRUCTURAL WARRANTY

Boise Mobile Equipment shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME, to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

Pump Warranty, Darley, 3 years:

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

Plumbing Warranty, 10 Years:

Stainless Steel PLUMBING WARRANTY



EMERGENCY RESPONSE

Charlotte, MI | Brandon, SD | Ephrata, PA | P:517.543.6400
SPARTANMC TCIRS.CDM

Fire Truck Chassis & Cab 2-Yr/36,000 Mile Limited Warranty

What This Limited Warranty Covers

This limited warranty covers repair or replacement, at the sole option of Spartan Motors USA, Inc. (hereinafter Spartan), of any part of your new Spartan chassis (hereinafter Covered Parts) in which a non-conformity in materials or workmanship **appears** during normal use, where maintenance has been performed as stated in the Spartan Motors Operation & Maintenance Manual, or during servicing of the vehicle operated in the United States and/or Canada within the limited warranty period, subject to the limitations and exclusions described below in "What This Limited Warranty Does Not Cover". **REPAIR OR REPLACEMENT OF COVERED PARTS BY A SPARTAN AUTHORIZED SERVICE CENTER IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. SPARTAN WILL NOT REPLACE OR REPURCHASE THE FIRE TRUCK** The repair or replacement of a Covered Part does not extend the life of the limited warranty except where state or provincial law otherwise provides for an extension during the time that the Covered Part is being repaired or replaced under this limited warranty.

Covered Parts are limited to chassis systems and components such as the driveline, cooling system, hydraulic system, suspension, air system, and climate control system. The frame, cab structure, paint, and aerial equipment (when applicable) are each covered by specific warranty terms as defined in their individual warranties, included in this booklet. This limited warranty excludes certain components (e.g. the engine, transmission, tires, and batteries) and any parts or components added to the chassis by another party. In addition to this Spartan limited warranty, original component manufacturers may provide their own separate warranties. Purchasers should check each original component manufacturer's warranty regarding its coverage. This limited warranty is valid only in the United States and Canada. Coverage under this limited warranty is not subject to proration or deductibles.

How Long the Limited Warranty Lasts

The original limited warranty is in effect for a period of 24 months or **38,000 miles** (or 57,600 kilometers), whichever occurs first, from the date of delivery of the completed new fire truck to the first end user, regardless of subsequent ownership. Certain engine emission components, installed by Spartan and not covered under the engine manufacturer warranty, have a warranty term of 5 years or 100,000 miles (160,000 kilometers), whichever comes first. This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or actual mileage cannot be determined.

Who Is Covered

This limited warranty covers the OWNER of a vehicle equipped with a **2018** model year new Spartan chassis, except for the Metro Star-RT model line which is covered by its own specific warranties. The limited warranty may be transferred to subsequent owners during the warranty period by submitting to Spartan a new Chassis Limited Warranty Registration form (see "How to Obtain the Limited Warranty" below). **THIS LIMITED WARRANTY IS NULL AND VOID IF THE VEHICLE HAS BEEN LEASED OR RENTED FOR COMPENSATION TO ANOTHER INDIVIDUAL OR ENTITY. THIS LIMITED WARRANTY DOES NOT COVER A CHASSIS THAT HAS BEEN SOLD BY AN OWNER OTHER THAN SPARTAN BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.**

What This Limited Warranty Does Not Cover

The exclusive remedy under this limited warranty or under any implied warranty that arises under state or provincial law is repair or replacement of any Covered Part in which a non-conformity in materials or workmanship appears during normal use, maintenance or service within the warranty period, subject to the following exclusions:

LIMITATION OF DAMAGES: *Spartan shall not be liable for Incidental, consequential, direct, Indirect or other damages (such as, but not limited to, lost wages, loss of use, diminution in value, lost profits, lost opportunities, alternative transportation, Inconvenience, cost of lodging, or lost vehicle rental expenses) that result from breach of the written warranty or any implied warranty.*

LIMITATION OF IMPLIED WARRANTIES: *This limited warranty is in lieu of and in exclusion of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Any implied warranties that arise under applicable state or provincial law notwithstanding the foregoing, including any implied warranty of merchantability or fitness for a particular purpose, are limited in duration to the term of this limited warranty and are limited in scope of coverage to those portions of the chassis covered by this limited warranty.*

ITEMS NOT COVERED BY THIS LIMITED WARRANTY INCLUDE:

- ▶ The engine and transmission; however, the engine and transmission are covered by **&-year** warranties issued to you from the engine and transmission manufacturers. We will gladly help you arrange for service under those separate warranties. (See "How to Get Service".)
- ▶ Normal maintenance such as lubrication, batteries, tires, filter and oil replacement, belts and hoses, brake lining and adjustment, door check strap adjustment, and vehicle alignments;

Spartan Motors USA, Inc.

2018 FT Cab and Chassis 2 yr Warranty 1/26/22

- ▶ Normal wear parts including, but not limited to, electrical accessories, voltage regulator, flashers, windshield wipers, etc.
- ▶ Damage caused by improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedule, failure to maintain operating parameters (e.g. tire pressure, fluid and lubricant levels, chassis ride height and alignment) and failure to follow operating instructions. Maintenance schedules and operating instructions are found in the Spartan Motors Operations and Maintenance manual provided with your chassis.
- ▶ Additions or accessories not originally installed by Spartan, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories.
- ▶ Installation of any "aftermarket" devices or the modification of any existing system or component originally installed by Spartan without Spartan's prior express written approval and any problems resulting from such installation or modification.
- ▶ Damage caused by, but not limited to, misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments.)
- ▶ Damage that arises outside of normal use.
- ▶ Damage caused by collision, fire, theft, vandalism, weather, freezing, flooding, acts of God, or other casualties.
- ▶ Damage or non-conformity with respect to Covered Parts in a vehicle that is leased or rented to another party for compensation.
- ▶ Chassis cab, frame, and structure if altered by welding, cutting or splicing, or improper drilling of rail flanges without Spartan's prior written approval.
- ▶ Cab and chassis systems and components damaged as a result of corrosion, including, but not limited to, exposure to salt, acidic materials, or other damaging chemicals.
- ▶ Paint hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing or aggressive mechanical wash systems.
- ▶ Paint repairs done over previously refinished areas unless stripped to bare metal or appropriate substrate.
- ▶ Failures on finishes not applied by the equipment manufacturer.
- ▶ Covered Parts that have been sold by an owner other than Spartan before the Covered Parts become a complete vehicle.
- ▶ Vehicles with 7,501 or more miles on the odometer or that are 24 months or more past the VDM on the date of delivery to the first end user are not considered "new" for purposes of this cab and chassis limited warranty, and may be covered exclusively by one of Spartan's demo/used fire truck chassis and cab limited warranty options. Check the odometer and VDM to determine whether the vehicle could be a demo/used vehicle by this definition and may be subject to a demo/used fire truck chassis and cab limited warranty instead of this Fire Truck Chassis and Cab 2-Year/36,000 Mile Limited Warranty. If you have questions or wish to inquire as to whether the vehicle is considered a demo/used model, contact Spartan at (800) 543-5008.

Owner is responsible to follow Spartan Motors Operation & Maintenance Manual for any nonna care and required preventative maintenance.

Third Party Representations

Spartan does not authorize any person to create for Spartan any other obligations or liability in connection with its chassis, and Spartan is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

How to Obtain the Limited Warranty

The original retail purchaser is responsible for submitting, or having the vehicle dealer submit, a Chassis Limited Warranty Registration form to Spartan within 30 days of the date of delivery. This form is located on the Spartan Motors CD or USB flash drive supplied with your new vehicle or may be completed on-line at www.spartanchassis.com/cps/warranty/online_registration.asp. THIS LIMITED WARRANTY IS NOT VALID IF THE CHASSIS LIMITED WARRANTY REGISTRATION FORM IS NOT SENT TO SPARTAN WITHIN 30 DAYS AFTER THE DATE OF DELIVERY TO THE FIRST END USER OR ANY SUBSEQUENT OWNER.

How to Get Service

To obtain warranty service for your Spartan chassis, call toll free Monday through Friday from 8:00 a.m. to 5:00 p.m. (Eastern Time) at 1-800-543-5008. Our customer service technicians can help answer questions regarding our products and services, provide information about warranty coverage and maintenance issues, help you arrange for service under other manufacturer warranties, and locate Spartan authorized service centers in your area. To find a current list of Spartan authorized service centers on-line, go to www.spartanchassis.com/service. When you call for service, please have the following information available so that we may expedite your service:

- ▶ Your Spartan VIN (Vehicle Identification Number)
- ▶ The current actual mileage

ALL LIMITED WARRANTY WORK AND TOWING MUST BE AUTHORIZED BY SPARTAN BEFORE REPAIRS ARE MADE OR TOWING SERVICE IS PERFORMED. NO WARRANTY CLAIM WILL BE PROCESSED OR PAID WITHOUT PROOF OF ACTUAL MILEAGE.

Arbitration Provision

Any claim or controversy arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in the State of Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association and/or the Convention on Recognition and Enforcement of Foreign Arbitral Awards. The determination of the arbitrator(s) shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction.

How State or Provincial Law Applies

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. In addition, some states and/or provinces will not enforce one or more of the limitations in this document, so one or more of the limitations may not apply to you.



Fire Truck Frame Limited Warranty

What This Limited Warranty Covers

This warranty covers repair or replacement, at the sole option of Spartan Chassis, Inc. (hereinafter Spartan), of any part of your Spartan frame and frame members in which a defect in materials or workmanship appears under normal use, where maintenance has been performed as stated in the Emergency Response Chassis Operation & Maintenance Manual, or during servicing of the vehicle operated in the United States and/or Canada within the limited warranty period. Required frame maintenance includes annual inspections and the proper repair of any paint damage and/or surface corrosion. The frame includes only the frame rails and cross members (ladder assembly), and does not include support brackets and hardware, such as the fuel tank mounting and cab mounting. REPAIR OR REPLACEMENT OF FRAME COMPONENTS IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.

Coverage under this warranty is not subject to proration or deductibles.

How Long the Limited Warranty Lasts

The frame limited warranty is in effect for the lifetime of the vehicle. For purposes of the lifetime frame warranty, a lifetime is 50 years for frame rails and 20 years for cross members from the date of delivery of the completed fire truck to the first end user, regardless of subsequent ownership. If the date of delivery to the first end user is more than 24 months beyond the chassis VDM (Vehicle Date of Manufacture) and/or the truck has been driven 7,501 or more miles, the lifetime frame warranty will be deemed to have started on the chassis VDM. This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or actual mileage cannot be determined.

Who Is Covered

This limited warranty covers the OWNER of a vehicle equipped with a 2015 model year Spartan chassis, except for the Metro Star-RT model line which is covered by its own specific warranties. THIS LIMITED WARRANTY DOES NOT COVER A CHASSIS THAT HAS BEEN SOLD BY AN OWNER OTHER THAN SPARTAN BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.

How to Obtain the Limited Warranty

The original owner is responsible for submitting, or having the vehicle dealer submit, a Chassis Limited Warranty Registration form to Spartan within 30 days of the purchase/in-service date. This form is located in the warranty section of the owner's manual CD supplied with your vehicle or may be completed online by going to the Customer & Product Support tab at www.spartanchassis.com. THIS LIMITED WARRANTY IS NOT VALID IF THE SPARTAN CHASSIS WARRANTY REGISTRATION FORM IS NOT SENT TO SPARTAN WITHIN 30 DAYS AFTER THE DATE OF DELIVERY TO THE FIRST END USER OR ANY SUBSEQUENT OWNER.

How to Get Service

See chassis and cab general limited warranty

What This Warranty DOES NOT Cover

This warranty covers only repair or replacement of any part of a Spartan frame in which a defect in materials or workmanship appears. Spartan will not replace the fire truck or repurchase the fire truck from you. **Some examples of items NOT COVERED by this limited warranty include:**

- ▶ Damage caused by, but not limited to, failure to follow the required or recommended maintenance schedule, failure to ensure operating parameters are maintained, and failure to follow operating instructions.
- ▶ Additions or accessories not originally installed by Spartan, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories.
- ▶ Installation of any "aftermarket" devices or modification of the frame by welding, cutting or splicing, or improper drilling of rail flanges without Spartan's prior express written approval and any problems resulting from such installation or modification.
- ▶ Damage caused by, but not limited to, abuse or neglect (e.g. overloading, driving over curbs, or corrosive or flooded environments).
- ▶ Damage caused by, but not limited to, collision, fire, theft, vandalism, or acts of God.
- ▶ Incidental expenses such as, but not limited to, loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.
- ▶ Damage to a Spartan vehicle that is leased or rented to a second party.
- ▶ Chassis frame components damaged as a result of corrosion, including but not limited to exposure to salt, acidic material, or other damaging chemicals.

ALL LIMITED WARRANTY WORK MUST BE AUTHORIZED BY SPARTAN BEFORE REPAIRS ARE MADE.

THIS WARRANTY IS FURTHER LIMITED by the terms and conditions stated in the Fire Truck Chassis and Cab Limited Warranty in sections titled "Limitation on Damages", "Limitation on Implied Warranties", and "Arbitration Provision". Please review these provisions carefully as they will further limit warranty.



EMERGENCY RESPONSE

Charlotte, MI | Brandon, SD | Ephrata, PA | P:517.543.6400
BPARTANMCITCJRS.CCJM

**Fire Truck PPG Paint
Limited Warranty**

What This Limited Warranty Covers

This warranty covers repair or replacement, at the sole option of Spartan Motors USA, Inc. (hereinafter Spartan), of the PPG paint on your Spartan fire truck if a non-conformity in materials or workmanship appears under normal use, where maintenance has been performed as stated in the Spartan Motors Operation & Maintenance Manual, or during servicing of the vehicle operated in the United States and/or Canada within the limited warranty period. REPAIR OR REPLACEMENT OF PAINT IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.

COVERAGE UNDER THIS LIMITED WARRANTY IS NOT SUBJECT TO PRORATION OR DEDUCTIBLES.

How Long the Limited Warranty Lasts

The paint limited warranty is in effect for a period of **10 years or 100,000 miles** (or 160,000 kilometers) from the date of delivery of the completed fire truck to the first end user, whichever occurs first, regardless of subsequent ownership. If the date of delivery to the end user is more than 24 months beyond the chassis VDM and/or the truck has been driven 7,501 or more miles, this paint warranty will be deemed to have started on the chassis VDM (Vehicle Date of Manufacture.) This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or actual mileage cannot be determined.

Who Is covered

This limited warranty covers the OWNER of a vehicle equipped with a 2018 model year Spartan chassis, except for the Metro Star-RT model line which is covered by its own specific warranties. THIS LIMITED WARRANTY DOES NOT COVER A CHASSIS THAT HAS BEEN SOLD BY AN OWNER OTHER THAN SPARTAN BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.

What This Limited Warranty Does Not Cover

The exclusive remedy under this limited warranty or under any implied warranty that arises under state or provincial law is repair or replacement of any paint in which a non-conformity in materials or workmanship appears during normal use, maintenance or service within the warranty period, subject to the following exclusions:

LIMITATION OF DAMAGES: *Spartan shall not be liable for incidental, consequential, direct, indirect or other damages (such as, but not limited to, lost wages, loss of use, diminution in value, lost profits, lost opportunities, alternative transportation, inconvenience, cost of lodging, or lost vehicle rental expenses) that result from breach of the written warranty or any implied warranty.*

LIMITATION OF IMPLIED WARRANTIES: *This limited warranty is in lieu of and in exclusion of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Any implied warranties that arise under applicable state or provincial law notwithstanding the foregoing, including any implied warranty of merchantability or fitness for a particular purpose, are limited in duration to the term of this limited warranty and are limited in scope of coverage to those portions of the chassis covered by this limited warranty.*

What This Warranty DOES NOT Cover

This warranty covers only repair or replacement of paint in which a defect in materials or workmanship appears. Spartan will not replace the fire truck or repurchase the fire truck from you. **Some examples of Items NOT COVERED by this limited warranty include:**

- ▶ Any paint not applied by Spartan.
- ▶ Damage caused by fire, misuse, negligence, or accident.
- ▶ Damage from exposure to corrosive agents.
- ▶ Damage caused by theft, vandalism, riot or explosion.
- ▶ Damage caused by lightning, earthquake, windstorm, hail, flood, or use in an acidic environment.
- ▶ Any repairs, modifications, or alterations made without Spartan's authorization.
- ▶ Damage resulting from compromising the painted surface in any way, such as drilling holes.
- ▶ Damage from lack of maintenance and cleaning.
- ▶ Gold leaf, decals, or striping except that which is affected by repair.
- ▶ Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential or incidental loss that may result from a failure.
- ▶ UV Paint fade.

Owner is responsible to follow Spartan Motors Operation & Maintenance Manual for any nonnal care and required preventative maintenance.

Third Party Representations

Spartan does not authorize any person to create for Spartan any other obligations or liability in connection with its chassis, and Spartan is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

How to Obtain the Limited Warranty

The original owner is responsible for submitting, or having the vehicle dealer submit, a Chassis limited Warranty Registration form to Spartan within 30 days of the purchase/in-service date. This form is located on the Spartan Motors CD or USB flash drive supplied with your new vehicle or may be completed on-line at www.spartanchassis.com/cpslwarranty/online_registration.asp. THIS LIMITED WARRANTY IS NOT VALID IF THE CHASSIS LIMITED WARRANTY REGISTRATION FORM IS NOT SENT TO SPARTAN WITHIN 30 DAYS AFTER THE DATE OF DELIVERY TO THE FIRST END USER OR ANY SUBSEQUENT OWNER.

How to Get Service

To obtain warranty service for your Spartan chassis, call toll free Monday through Friday from 8:00 a.m. to 5:00 p.m. (Eastern Time) at 1-800-543-5008. Our customer service technicians can help answer questions regarding our products and services, provide information about warranty coverage and maintenance issues, help you arrange for service under other manufacturer warranties, and locate Spartan authorized service centers in your area. To find a current list of Spartan authorized service centers on-line, go to www.spartanchassis.com/service. When you call for service, please have the following information available so that we may expedite your service:

- ▶ Your Spartan VIN (Vehicle Identification Number)
- ▶ The current actual mileage

ALL LIMITED WARRANTY WORK MUST BE AUTHORIZED BY SPARTAN BEFORE REPAIRS ARE MADE. NO WARRANTY CLAIM WILL BE PROCESSED OR PAID WITHOUT PROOF OF ACTUAL MILEAGE.

Arbitration Provision

Any claim or controversy arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in the State of Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association and/or the Convention on Recognition and Enforcement of Foreign Arbitral Awards. The determination of the arbitrator(s) shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction.

How State or Provincial Law Applies

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. In addition, some states and/or provinces will not enforce one or more of the limitations in this document, so one or more of the limitations may not apply to you.

Exhibit D



FIRE TRUCKS

4600 Apple Street
Boise, Idaho 83716
Phone: 208-338-1444
Toll Free: 800-445-8342
www.bmefire.com

Quote #
RFQ #

Prepared By: John

Date: 4.5.22

Bill To: Leadville Lakes FPD

Contact Name: Dan Dailey
Title: Chief

This is for the Custom (Spartan) Pumper

Primary Phone:
Direct Phone:
Mobile Phone: 720-937-7546
Fax:

Terms:

Ship To:

Email:

CHANGE ORDER

Line #	Part Number	Description	Qty	Unit Cost	Ext. Price
1	50-26-1400	Add Tripp Lite Inverter 1800W 120V	1	\$ 900.00	\$ 900.00
2	51.10.1120	Add 120V Outlet D1	1	\$ 311.00	\$ 311.00
3		Add two (2) Duplex 120V Outlets in the rear of the cab one each side			
4		of the rear facing seats	2	\$ 311.00	\$ 622.00
5	51.10.1120	Add one (1) 120V outlet OS on top of the dog house closest to console	1	\$ 311.00	\$ 311.00
6	02.74.2510	Add air horn button OS (Console)	1	\$ 100.00	\$ 100.00
7	44.15.2000	Add pedestal mounted Federal Q on bumper OS	1	\$ 2,600.00	\$ 2,600.00
8	44.20.1005	Add Q Push Button for DR	1	\$ 161.00	\$ 161.00
9	44.20.1010	Add Q push button OS	1	\$ 161.00	\$ 161.00
10		Add Q brake center of console	1	\$ 161.00	\$ 161.00
11		Hose bed compartment DS to store stokes basket and 2 struts appx size			
12		89" long 9.5 wide 25" tall W/ black webbing front	1	\$ 1,925.00	\$ 1,925.00
13	40.10.1700	Add (2) two cup holders for driver/officer	2	\$ 100.00	\$ 200.00
14	30.13.3200	Add two (2) shelves apprx 18" wide in between the two rear facing seats.	1		
15		the bottom shelf will be angled back towards the dog house to hold			
16		three (3) fire helmets all DA finish.		\$ 1,275.00	\$ 1,275.00
17	40.10.1700	Add four (4) cup holdes in the rear of the cab	4	\$ 100.00	\$ 400.00
18	02.82.5100	Add helmet holder on OS crew door	1	\$ 156.00	\$ 156.00
19		Add helmet holder on the dog house for the officer	1	\$ 156.00	\$ 156.00
20		Add Alum box W/lid in bewteen the deck gun and the hose reel	1	\$ 1,244.00	\$ 1,244.00
21		Add mounting for a set of irons, back wall OS PAC sku#K5003	1	\$ 370.00	\$ 370.00
22	61.09.1100	Add an air reel 1/4" 150' of hose in D3	1	\$ 1,630.00	\$ 1,630.00
23	60.01.3000	Add 12V power in the rear for there winch (Anderson Power 2prong)	1	\$ 300.00	\$ 300.00
24	90.09.1300	Add folding wheel chocks (Zico) W/ mounting in front of rear wheels DS	2	\$ 500.00	\$ 500.00
25	41.20.2200	Add two (2) box lights	2	\$ 200.00	\$ 400.00
26	14.26.1200	Add 30K pump heater	1	\$ 1,100.00	\$ 1,100.00
27	14.26.1500	Add Belly Pan	1	\$ 1,400.00	\$ 1,400.00
28	02.78.1100	Add Drop Chains	1	\$ 3,450.00	\$ 3,450.00
29		NOTE: Crosslays discharges to be plumed straight out of the pump house	2		
30		OK'ed with Mark and Landon			
31					
32		P1 As pictured	1	\$ 2,790.00	\$ 2,790.00
33	35.60.1100	P2 Swing out tool brd	1	\$ 960.00	\$ 960.00
34	35.20.1100	P3 Slide tray 250#	1	\$ 365.00	\$ 365.00
35	35.20.1100	Add a shelf	1	\$ 222.00	\$ 222.00
36					

37	D1 As Pictured	1	\$	2,790.00	\$	2,790.00
	D2 1-Shelf 2-dividers 1-full height divider	4	\$	870.00	\$	870.00
	D3 As Pictured	1	\$	2,790.00	\$	2,790.00

Notes:

Equipment Total	\$30,620.00
Programming/Activation	N/A
Labor	\$0.00
Travel Charges	Not Included
Shipping	\$0.00
Sales Tax	Exempt
ESTIMATE TOTAL	\$30,620.00

*
 Your signature on this sales order represents an offer to purchase the products/services listed above which, if accepted by BME, will become a purchase contract with terms and conditions as shown. I/We understand and accept the terms and conditions of this sales order and affirm there are no agreements, terms or conditions related to this transaction other than those stated herein.

AUTHORIZED PURCHASER	DATE	BME REPRESENTATIVE	DATE
PURCHASE ORDER		*All Quotes Valid for 30 Days Unless Otherwise Stated*	