**CONTRACT**

**THIS AGREEMENT**, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and \_The Town of Colchester CT , by its authorized representative, second party.

**WITNESSETH**:

**First.** The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in enclosed proposal and to deliver the same as hereinafter provided.

**Second.** The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

**Third.** This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below, upon written approval of the second party.

**Fourth**. The said apparatus and equipment shall be ready for delivery from Bradenton Florida within about 3 Months after receipt and acceptance of this contract at the first party’s office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at Colchester CT.

**Fifth**. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

**Sixth**. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

|  |  |  |
| --- | --- | --- |
| Five Hundred Forty Five Thousand, 00/100 | $ | 545,000.00 |

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc. Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at the Fire House of the second party.

Payment is due upon delivery and acceptance.

**Seventh.** In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal

office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

**Eighth.** It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party, until the entire contract price has been paid.

**Ninth.** This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 1/29/2024

**FIREMATIC SUPPLY CO, INC. Town of Colchester CT**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Acceptance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­