



F-3139

AGREEMENT OF SALE

This agreement dated **September 8th, 2017**, made between 4 Guys, Inc., a Pennsylvania Corporation, located at 230 Industrial Park Road, Meyersdale, PA 15552,

AND

NEW HOPE FIRE DEPARTMENT FIRE DEPARTMENT INC
PO BOX 16484, CHAPEL HILL, NC 27516

WITNESSETH

In consideration of the terms and conditions set forth below, 4 Guys, Inc. and Buyer agree as follows:

4 Guys agrees to furnish buyer, who agrees to buy ***ONE FOUR GUYS 2000 GALLON ELIPTICAL TANKER INSTALLED ON INTERNATIONAL CHASSIS***, in accordance with the bid specifications and inclusive of this contract and in accordance with the terms and conditions listed on the contract.

PRICES, TAXES, AND TERMS OF PAYMENT

Buyer shall pay as purchase price for the apparatus and/or equipment the sum of –
\$338,574.00 (In Dollars)

**THREE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED SEVENTY
FOUR DOLLARS (In words)**

Including taxes as follows: "none". Except as itemized, the purchase price does not include any excise, sales, use, or similar taxes. The amount of any such taxes which are payable on this transaction in accordance with provisions of any statute or the rules, regulations, or decisions of any taxing authority will be paid by the Buyer either directly to the taxing authority or by reimbursing 4 Guys. If the Buyer claims exemption from any such tax, Buyer agrees to furnish applicable exemption certificate, and to save 4 Guys harmless from any such tax, together with any interest or penalty thereon, which may at any time be assessed against 4 Guys.

DELIVERY: Delivery shall be within 400 to 460 calendar days after receipt of signed contract, subject to all causes beyond our control.

Payment Terms: Full payment due upon acceptance of completed unit. Deduct \$ 2,585.00 from the bid price if the International chassis payment of \$ 96,961.00 is paid within 10 days of chassis delivery to our factory with balance due upon acceptance of completed unit.

4 Guys shall not be liable to Buyer for any loss or damage suffered by Buyer, directly or indirectly, as result of 4 Guys' failure to perform or delay in performing, any term or condition hereof where such failure or delay is caused by fires, labor troubles (including but not restricted to strikes or lockouts), wars, embargoes, government regulations or restrictions of any kinds, expropriation of plant by federal or state authority, interruption of or delay in transportation, inability to obtain materials and supplies, accidents, explosions, acts of god, or other causes of like or different character beyond company's control.

In the event that requirements for the vehicle described herein are imposed by law subsequent of the date hereof, any charge to comply with such requirements shall be borne by the Buyer.

Cancellation

This contract is subject to cancellation by Buyer only upon payment to company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by 4 Guys and 4 Guys' anticipated profit.

Entire agreement: amendments

This agreement, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of 4 Guys has any authority to make any representations, statement, warranties or agreements not herein expressed, and all modifications or amendments of this agreement, including appendices, must be in writing signed by authorized representatives of each of the parties hereto.

Severability

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

In witness whereof, Buyer and 4 Guys have caused this contract to be executed by their duly authorized representatives, this 8th day of September, 2017.

(Buyer's Registered Name)

New Hope Fire Department

(Address)

PO 16484 Chapel Hill NC 27516

(Name & Telephone Number of Contact Person)

MIKE TAPP 919-619-8685

Signature of Authorized Representative of Buyer Howard Pratt
Printed or Typed Name Howard Pratt

Signature of Authorized Representative of Buyer _____
Printed or Typed Name _____

Note: Only one authorized signature is required. Additional signatures can be provided if required by purchasing authority.

Submitted By,

Fred L. Meyers
Fred L. Meyers
Sales Manager

Below shall be completed by 4 Guys, Inc.

This proposal and contract is not a valid and binding obligation until accepted, dated, and approved at our principal place of business in Meyersdale, PA.

Accepted at Meyersdale, PA by

Signature Mark R. Albright
Printed or Type Name Mark R. Albright
Title President & COO

Date: 9-12-17