



Equipment Proposal

Proposal # 06082022-1

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: June 8, 2022 ("Proposal Date")

Customer: Key West Fire Department ("Customer")

Customer Address: 1600 North Roosevelt Blvd., Key West, FL 33040

Qty	Product Description & Options	Price
1	One 2023 Demers MXP170 Ambulance, on a 2024 Ford F-450 Diesel chassis. Base Price.	\$286,061
	Deduct for gasoline engine	(\$12,650)
	Ten-8 Fire Discount	(\$27,674)
	Pricing Based on Florida Sheriff's Association Contract #FSA20-VEF14.01 Item#104	
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$245,737

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 10-12 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Final completion is based on actual chassis delivery to Demers.

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Key West Fire Department

Ten-8 Fire & Safety, LLC

By: _____

By: *Michael Day*

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Michael Day**

Date: _____

Date: **June 8, 2022**

EXHIBIT A

PROPOSAL OPTION LIST

CPQ quote: QUO0000005155 Rev: 1

Date & revision: 2022-01-13 rev.0

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DISCLAIMERS

Demers makes every effort to maintain the accuracy and quality of the information provided in these drawings. However, Demers cannot guarantee and assumes no legal liability or responsibility for the accuracy or completeness of the information provided. The information contained in these drawings is for general guidance only. You should always develop your quote and send to Demers for engineering validation to the feasibility of the custom options according to the specific configuration required by the customer.

Should there be any discrepancies between the CPQ configurator, the CPQ quote or sale sheet and these drawings; the CPQ configurator, the CPQ quote or sale sheet will take precedence. These drawings are subject to change by engineering during the construction process of the vehicle. Dimensional data for information only. The copyright of all content in these drawings is owned by Demers and/or the various manufacturers of our equipment. These drawings in part or whole cannot be changed, reproduced, stored in or transmitted onto any website or social media without the prior written consent from Demers.

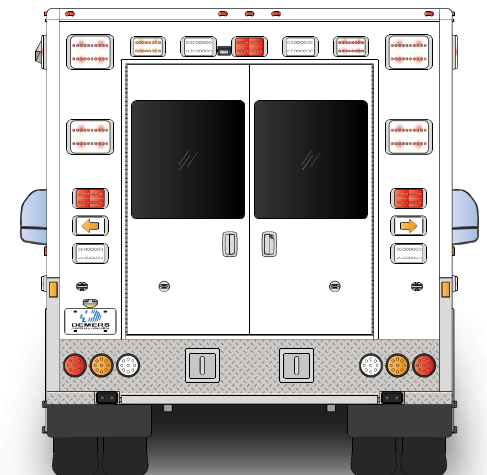
MXP170E - Ford F450

Ten-8 Demo



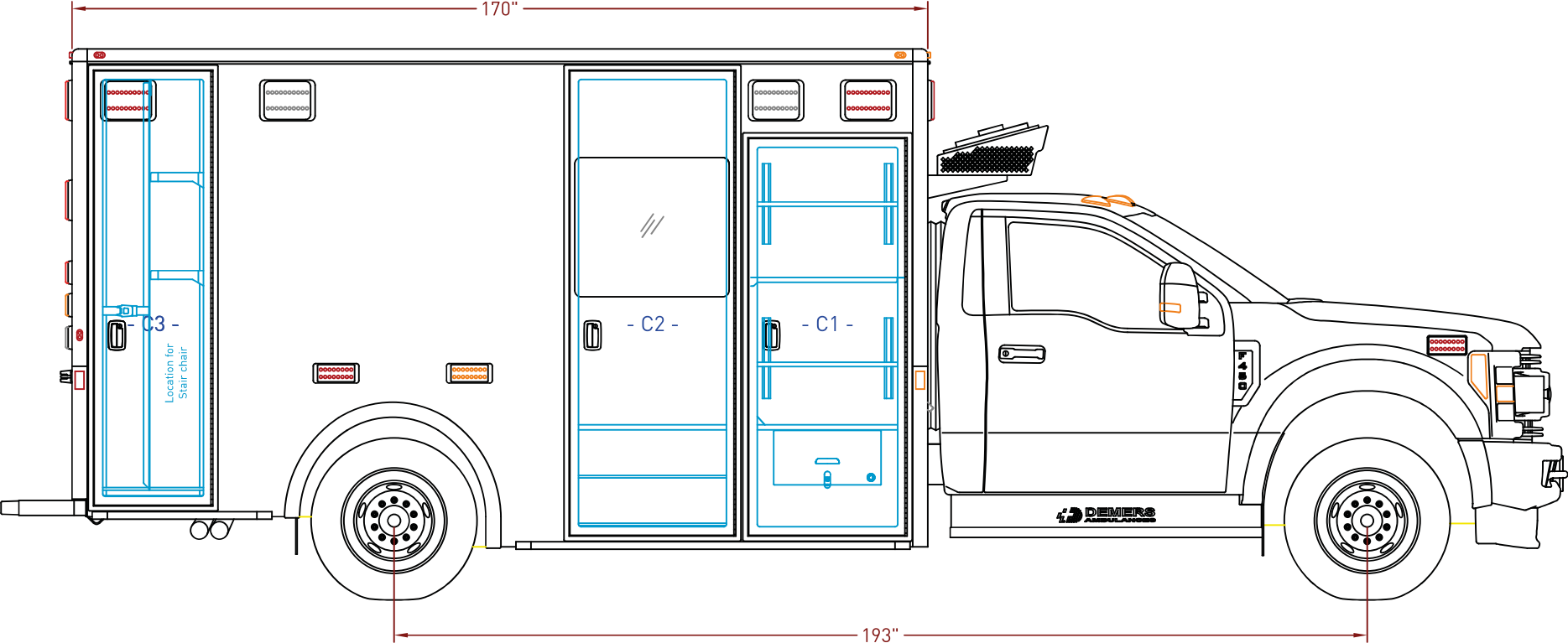
General exterior

Date: 2022-01-13 rev.0
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Draftman: SJEH

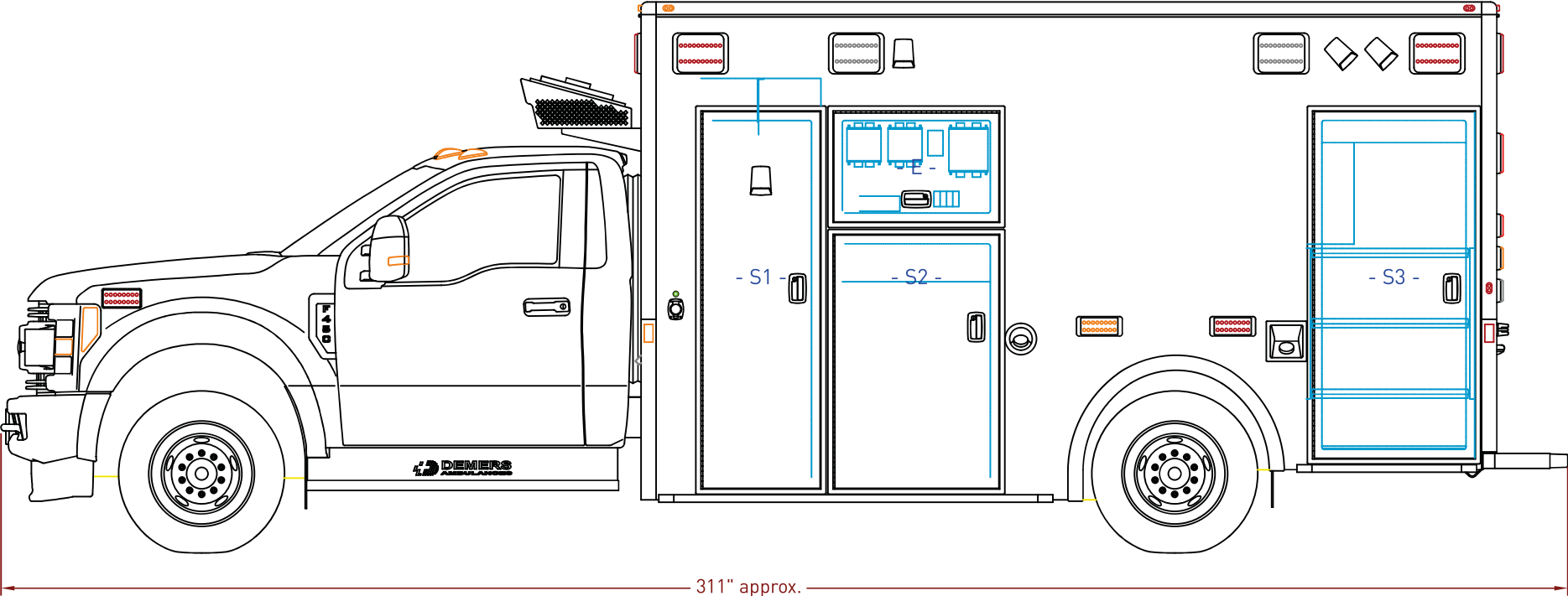


Curbside exterior

Date: 2022-01-13 rev.0
Scale: 1:32
Draftman: SJEH



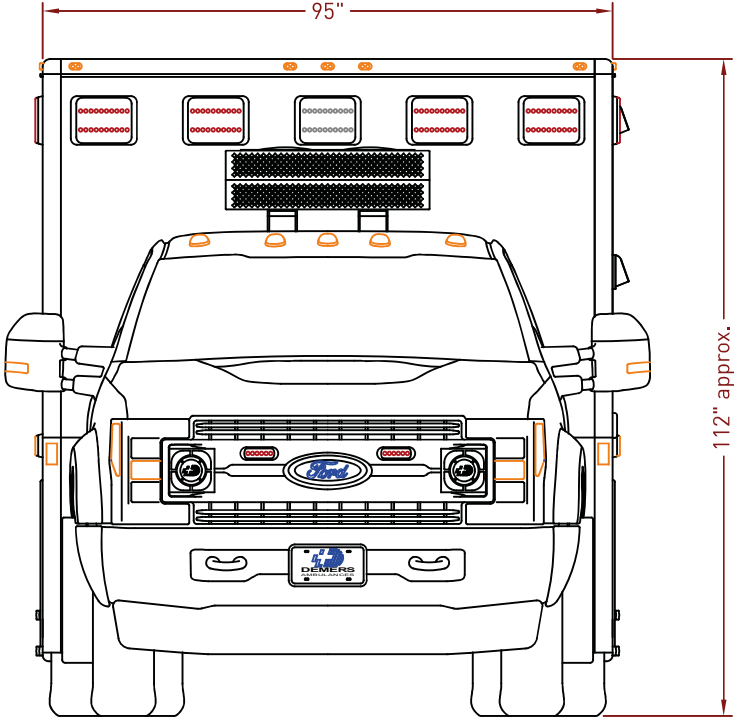
Compartment	Opening L x H	Interior dimensions L x H x D
C1	27.75" x 55.75"	30.25" x 57.25" x 32.00"
C2	29.25" x 88.75"	-
C3	20.00" x 82.75"	20.75" x 84.25" x 18.50"



Compartment	Opening L x H	Interior dimensions L x H x D
S1	20.25" x 71.50"	23.75" x 79.50" x 18.00"
S2	29.25" x 47.00"	32.25" x 47.25" x 13.50"
S3 - Full height	28.50" x 65.50"	33.25" x 60.75" x 17.50"
E	29.25" x 18.50"	-

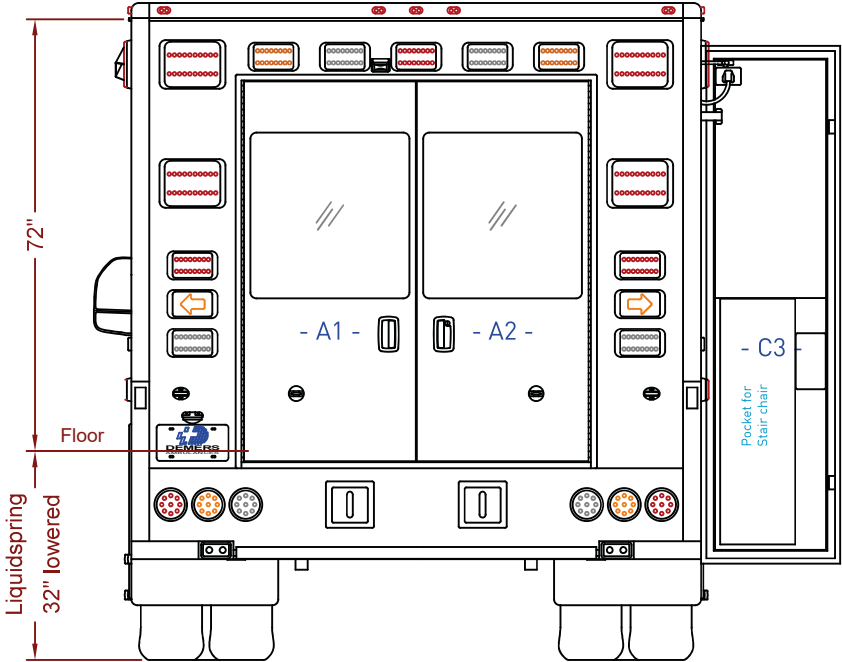
Front & rear exterior

Date: 2022-01-13 rev.0
Scale: 1:32
Draftman: SJEH



Note

The total height of the vehicle can be different according to chassis and suspensions



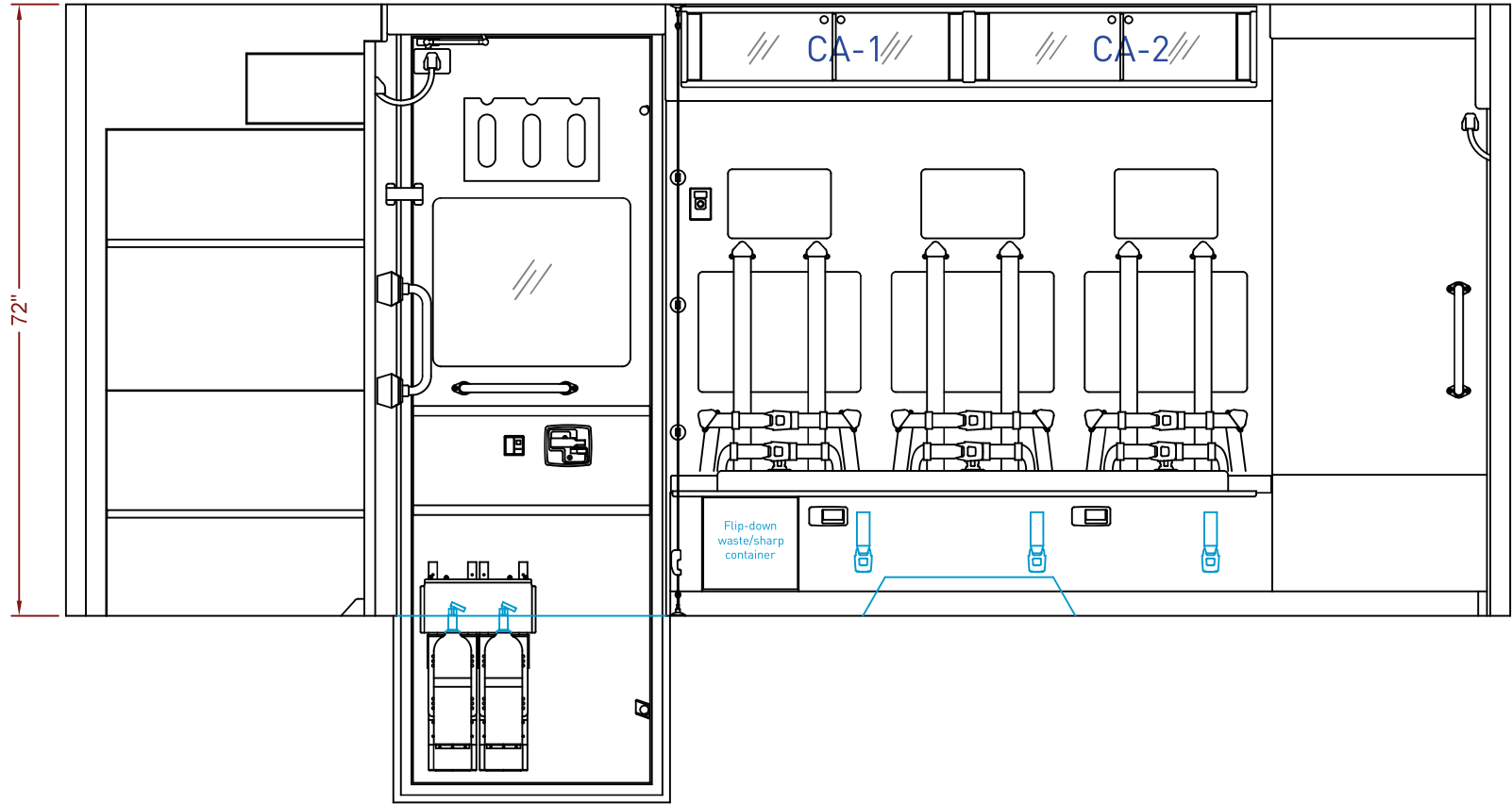
Note

The rear loading height of the vehicle can be different according to chassis and suspensions

Compartment	Opening L x H	Interior dimensions L x H x D
A1 & A2	54.50" x 59.75"	-

Curbside interior wall

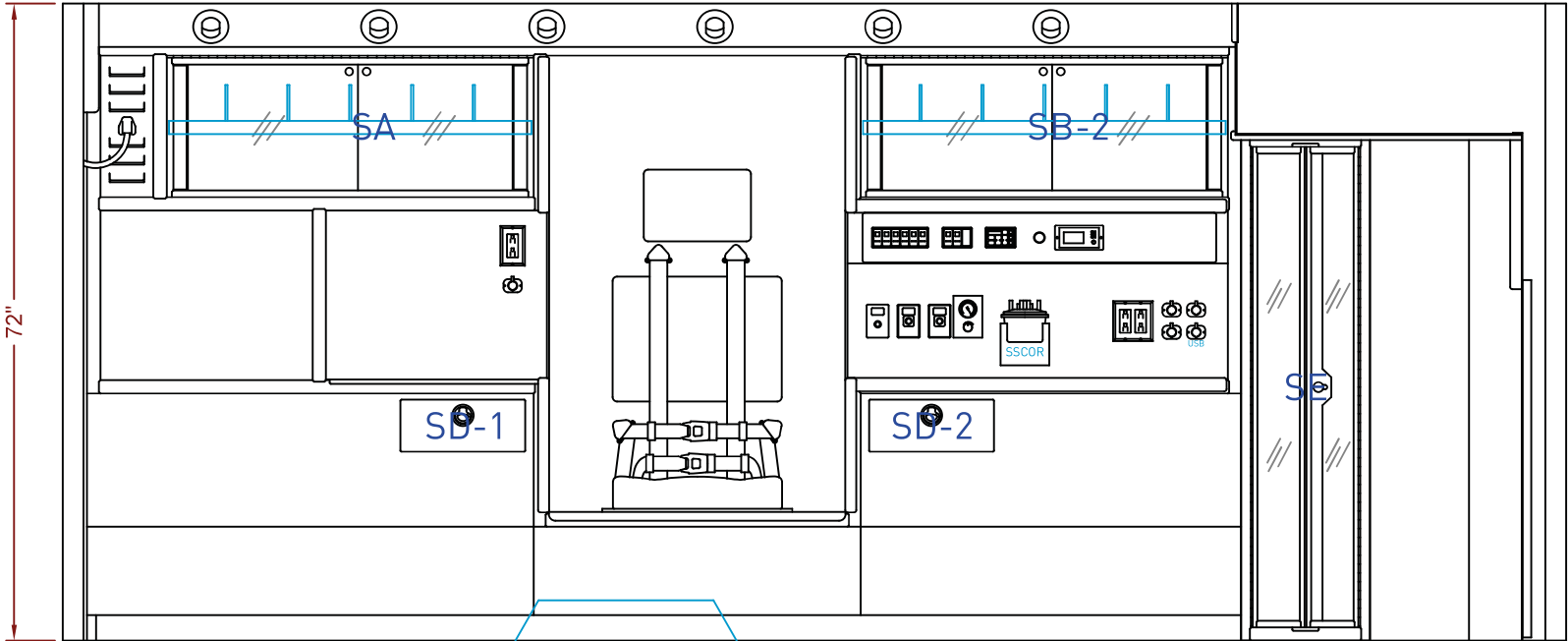
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Compartment	Opening L x H	Interior dimensions L x H x D
Storage cabinet -CA-	32.25" x 8.00"	33.50" x 9.50" x 8.50"

Streetside interior wall

Date: 2022-01-13 rev.0
Scale: 1:20
Draftman: SJEH

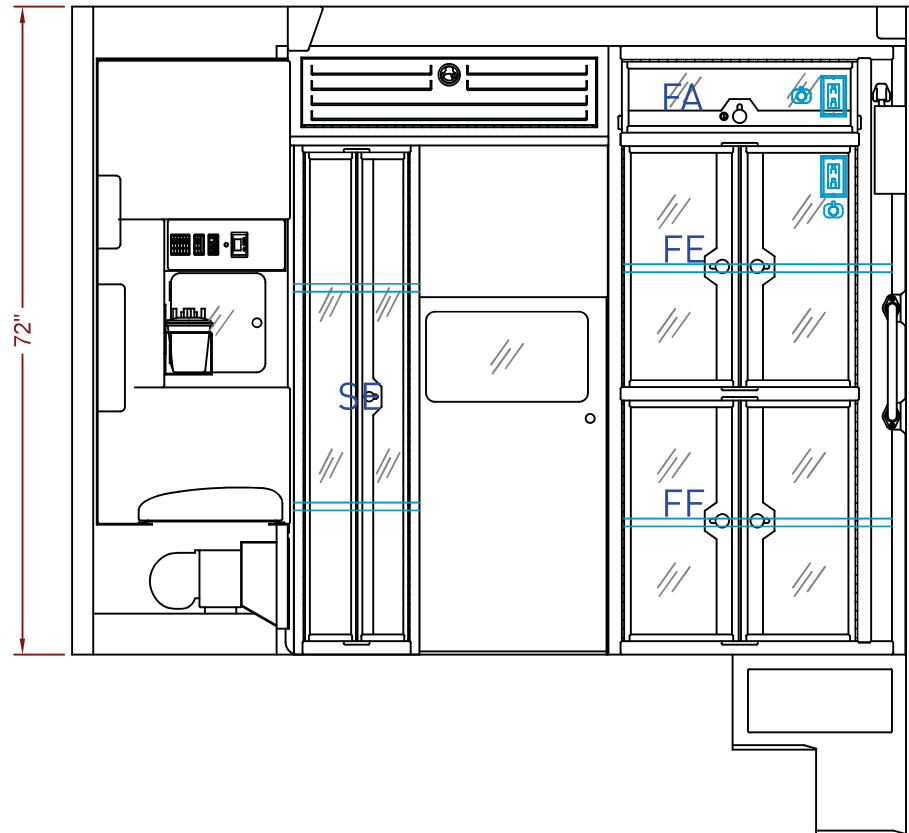


Compartment	Opening L x H	Interior dimensions L x H x D
Storage cabinet -SA-	41.50" x 16.00"	42.50" x 16.75" x 16.00"
Storage cabinet -SB-	41.50" x 16.00"	41.75" x 16.25" x 11.00"
Storage drawer -SD-	-	12.00" x 4.50" x 12.50"
Storage cabinet -SE-	16.50" x 54.25"	*25.50" x 57.25" x *15.75"

* This dimension is the maximum

Front interior wall

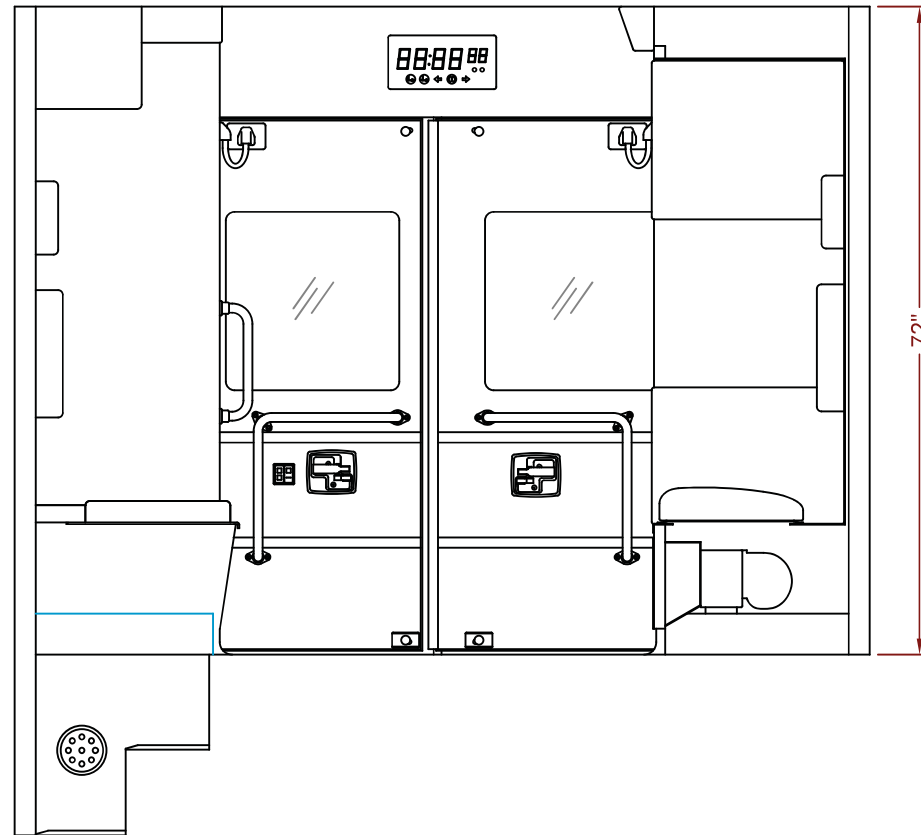
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Scale: 1:20
Draftman: SJEH



Compartment	Opening L x H	Interior dimensions L x H x D
Lockable comp. -FA-	26.00" x 8.00"	26.00" x 8.00" x 13.75"
High ALS comp. -FE-	26.00" x 26.75"	32.00" x 28.00" x 30.25"
Low ALS comp. -FF-	26.00" x 26.75"	32.00" x 29.25" x 30.25"

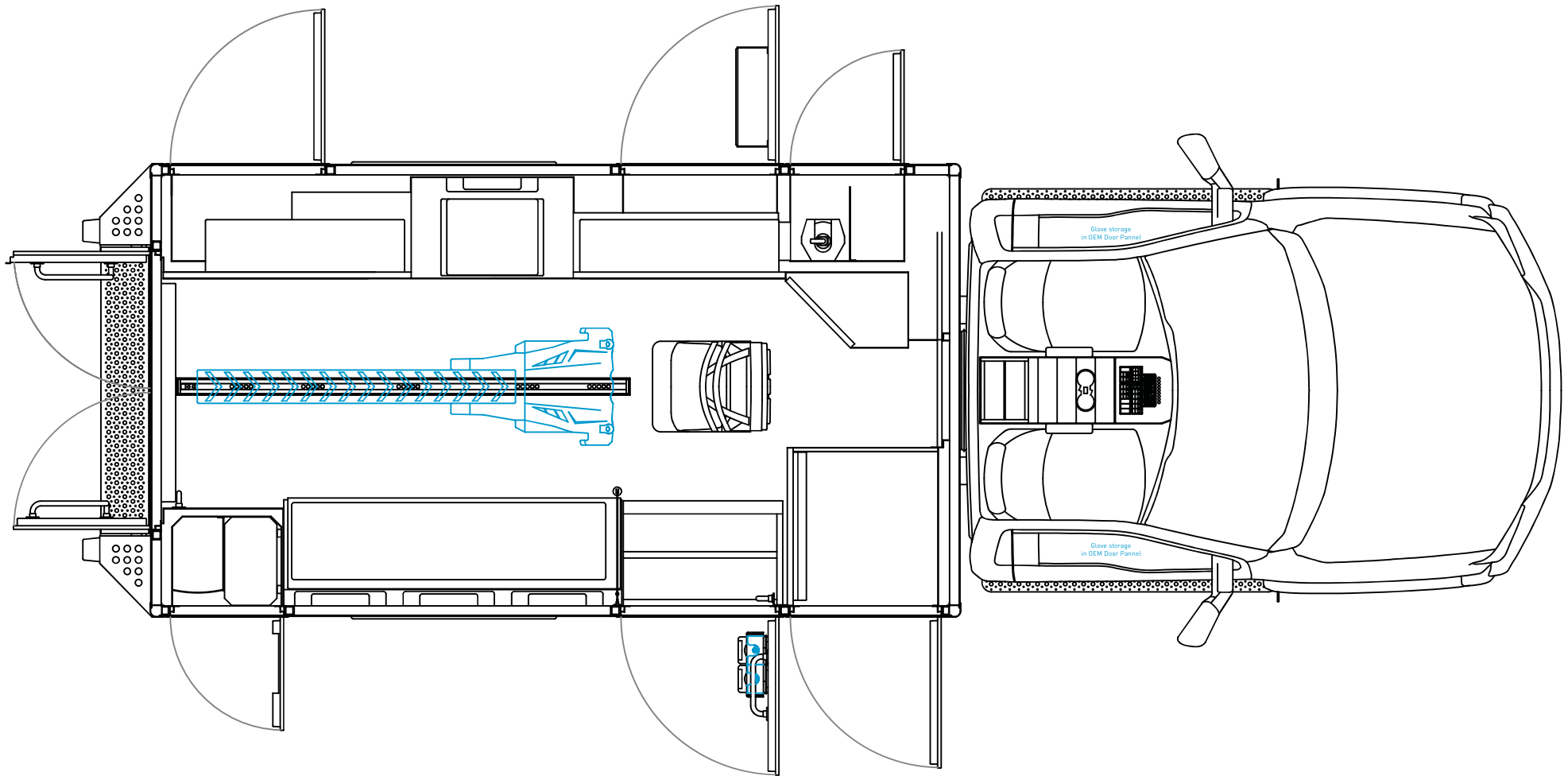
Rear interior wall

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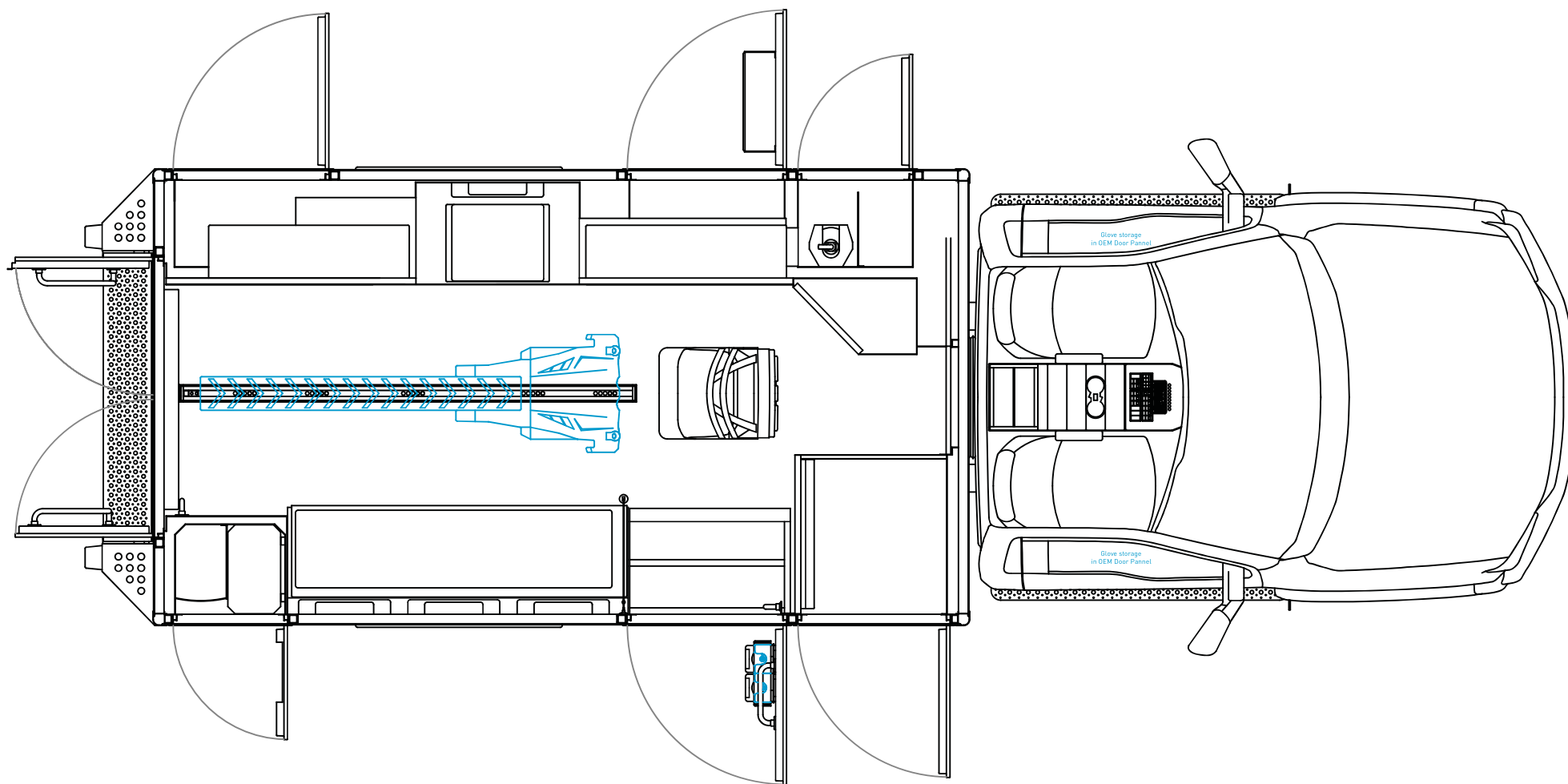
Floor view

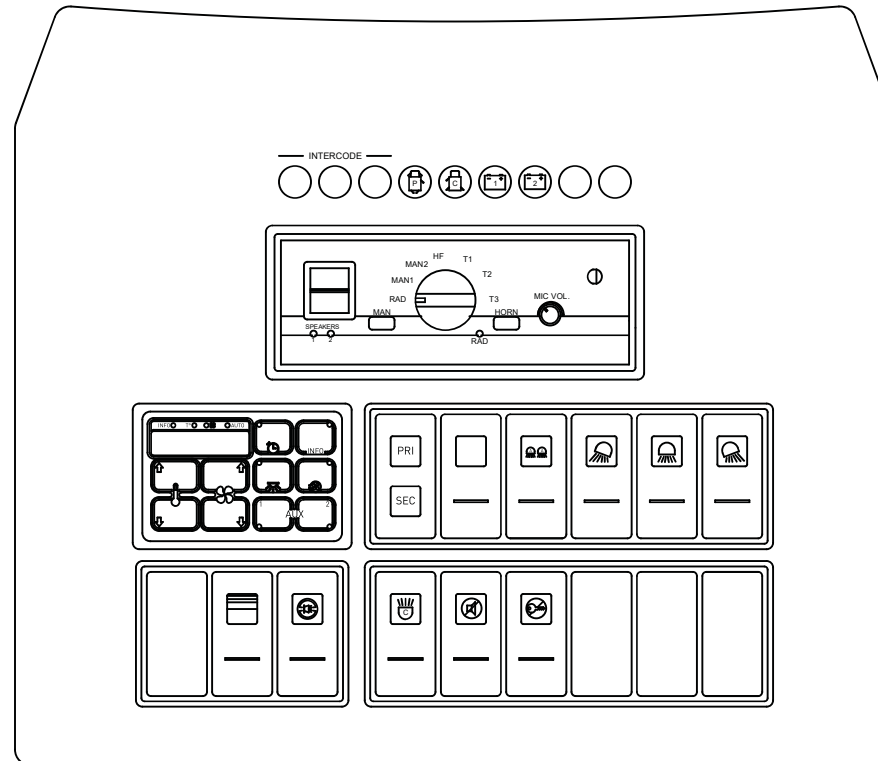
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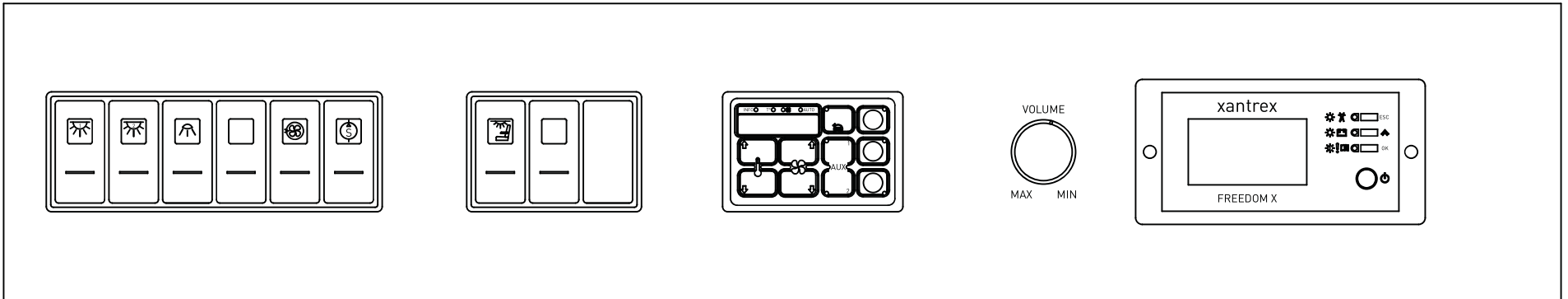
Ceiling view

Date: 2022-01-13 rev.0
Scale: 1:32
Draftman: SJEH





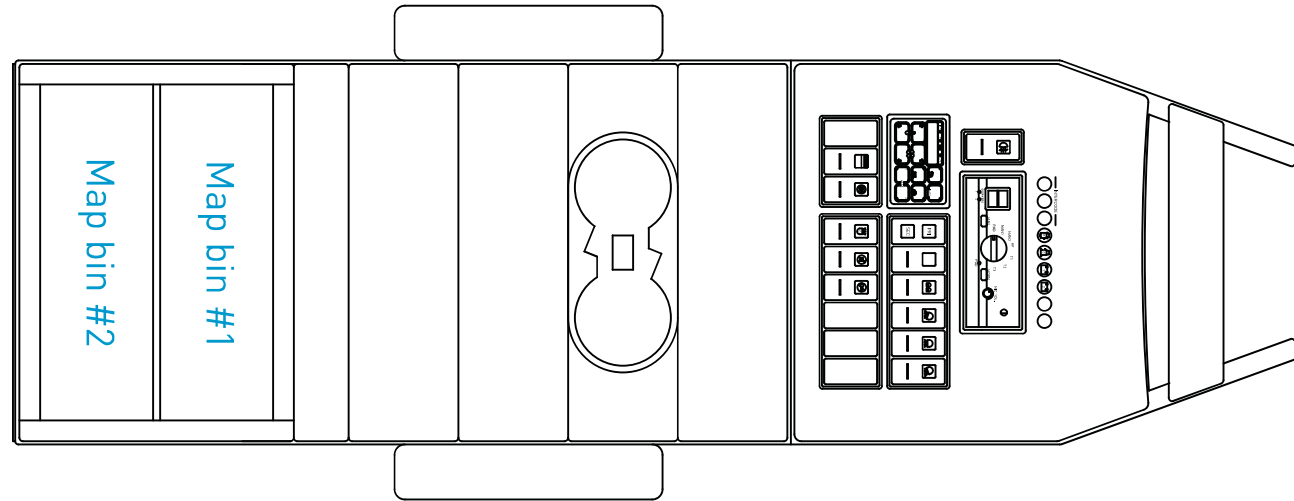
Streetside console



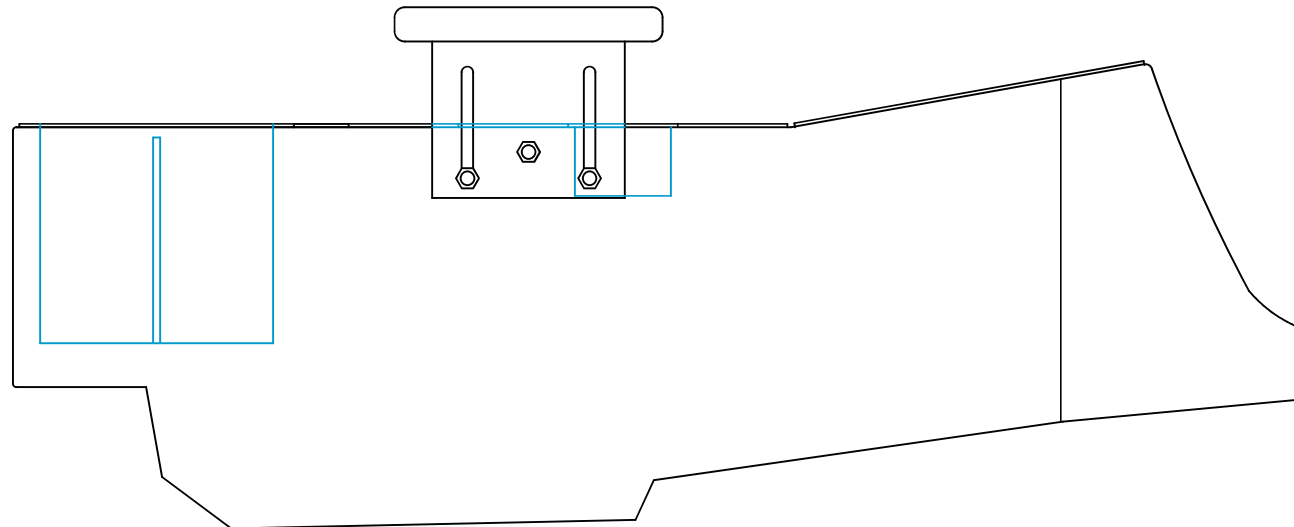
Floor console details

Date: 2022-01-13 rev.0
Scale: 1:7
Draftman: SJEH

Top view



Side view



Specification Summary

Reference: QUO0000005922 **Rev:** 3
Purchaser: Ten-8 Fire Equipment, Inc.
Contact: Cindy Morgan
Address: 2904 59th Ave. Dr. East

 Brandon, FL
 USA


Telephone:

Opportunity: Demo
Account: Ten 8 Fire Equipment
Contact: Michael Day
Shipping Address:

Currency: USD
Quotation Date: 2022-06-03
Expiration: 2022-07-03

Sales Contact: Michael Day
Mobile: 352-572-5399
Phone:

Factory Contact: Chuck Burgess
Mobile: 4196517924

Name	Specifications
Type I - MXP170	Overall Length 294" - 311" (747 cm - 790 cm) Overall Width 95" (241 cm) Overall Height 110" (279 cm)** Headroom 72" (183 cm) Wheelbase 174" - 192" (442 cm - 488 cm)* Payload Capacity Up to 5500 lbs (2495 kg)
	*Depending on chassis selection
	**Total height of vehicle may differ according to chassis and suspension

Sales Options by Category

10-Base (BAS)		
Item Number	Name/Description	Quantity
BAS-BON-11	No Bond Required No Bond Required	1.00
BAS-DRW-11	Drawing Required Drawing Required	1.00
BAS-GPO-11	No GPO Contract Required No Group Purchasing Organization contract required	1.00
BAS-PLA-12	TYPE I - MXP170 TYPE I - MXP170	1.00
BAS-REG-11	United States Sales Administration Charge	1.00
BAS-SUR-15	Surcharge - MXP170 Surcharge - MXP170	1.00
BAS-TYP-11	Type I - Pick up	1.00



Type I - Pick up

11-Chassis (CH*)

Item Number	Name/Description	Quantity
CHP-FRD-00	Conversion Ford F350/F450 Chassis Cab Conversion Ford F350/F450 Chassis Cab	1.00
CHP-FRD-29	Ford F450XLT Super Duty Gas Chassis Cab 4X2 193 Ford F450XLT Super Duty Gas Chassis Cab 4X2 193 7,3L 2V DEVCT NA PFI V8 Gasoline Engine Wheelbase 193" (4902 mm) GVWR (Gross vehicle weight rating) 16,500 Lbs / 7,486 Kg	1.00

12-Suspension (SUS)

Item Number	Name/Description	Quantity
SUS-LIQ-11	LiquidSpring™ Suspension Type I Compressible Liquid Adaptive Suspension System, is a smart suspension systems. Liquid--based struts and an on--board processor provide better handling and control, and a smoother, softer ride. The reduced vehicle vibration increases comfort.	1.00

13-Module (MOD)

Item Number	Name/Description	Quantity
MOD-ALU-14	MXP170 Ambulance Module Ambulance Module Structure / Door Structure and Accessories. (Included)	1.00

14-Module Configuration (MCF)

Item Number	Name/Description	Quantity
MCF-CC1-11	C1 Door, ALS Access and Battery Location First door on curbside (C1) for ALS compartment access and battery slide out sealed compartment. (Included)	1.00
MCF-CC2-11	C2, Curbside Entry Door Side entry door on curbside (C2) for patient compartment access, with flush-mounted, automotive-style window.	1.00
MCF-CC3-11	C3 Door, Storage Exterior Compartment Third door on curbside (C3) for backboard or other storage. (Included)	1.00
MCF-CC3-13	Stair Chair Location, Two (2) Adjustable Shelves Stair chair location with two (2) adjustable shelves and retaining safety belt for backboard in C3 compartment.	1.00
MCF-CML-12	High-Intensity Compartment Tube Lighting High-intensity tube lighting for Compartments. With Side entry Door Steps.	1.00
MCF-ELE-11	E Door, Electrical Exterior Compartment Upper door (E) for electrical panel access. (Included)	1.00
MCF-RDR-11	A1 and A2, Rear Entry Doors, Indiv. Door Handles Two (2) rear entry doors for patient compartment access, each with its individual exterior door handle.	1.00
MCF-SS1-11	S1 Door, Main Oxygen Exterior Compartment First door on streetside (S1) for main vertical oxygen cylinder. (Included)	1.00
MCF-SS1-16	First door (S1) Compartment Fixed Divider First door (S1) Compartment Fixed Divider	1.00
MCF-SS2-12	Full-Depth Shelf, One (1), Adjustable One (1) full-depth, adjustable shelf in S2 compartment.	1.00
MCF-SS2-15	S2 Door, Storage Exterior Comp Second door on streetside (S2) for equipment storage for MX/MXP170. (included)	1.00
MCF-SS3-11	S3 Compartment, Equipment Storage, Full height Third door on streetside (S3) for equipment storage. Full height compartment.	1.00
MCF-SS3-16	Full-Depth Shelves, Three (3), Adjustable	1.00



Three (3) full-depth, adjustable shelves in S3 compartment.

15-Lighting (LGT)

Item Number	Name/Description	Quantity
LGT-LSL-11	Turn Signal Lights, Amber (2), LED Two (2) amber turn-signal lights, intermediate side mount. Whelen 700 series (7 x 3) LED lights.	1.00
LGT-LSL-18	Running Board LED lights 45deg One (1) pair of Whelen White OS series LED Lights installed one (1) each side	1.00
LGT-RSL-11	Third Upper Brake Light, LED Third upper brake light at rear of module. Whelen 600 series (6 x 4) LED light.	1.00
LGT-RSL-14	Rear Step Plate: Turn Signal Light, Brake, Reverse Two (2) red brake/tail lights, two (2) amber turn lights, and two (2) reverse lights installed in rear step plate. Round LED lights.	1.00
LGT-RSL-22	Mid-Height Lights: Arrow, Brake, Reverse Two (2) amber arrows, two (2) red brake lights, and two (2) reverse lights at mid height. Whelen 600 series LED lights (6 x 4).	1.00
LGT-TPL-11	Marker Lights, Amber (7) and Red (7), LED Seven (7) front upper center and corner amber LED marker lights. Seven (7) rear upper center and corner red LED marker lights.	1.00
LGT-TPL-12	Marker Lights, Two (2) rear mid-height red LED Two (2) rear mid-height red LED marker lights.	1.00

16-Emergency and Working Lights (EWL)

Item Number	Name/Description	Quantity
EWL-ACC-11	Clear Lenses Clear lenses.	1.00
EWL-BEZ-11	Chrome bezels Chrome bezels	32.00
EWL-FWD-16	Emergency Lights, Red (2), White (1), Red (2), LED Five (5) emergency lights installed on the front of the module. Includes two (2) red, one (1) white, and two (2) red. Whelen 900 series (7 x 9) LED lights.	1.00
EWL-GRL-12	Lights in Front Grille, Red (2), LED 500 Two (2) red lights in front grille. Whelen 500 series (5 x 1) LED lights.	1.00
EWL-INT-12	Emergency Lights on Inside of Doors, Two (2) each Two red emergency lights on each compartment and entry door inside panel. Total of sixteen (16) round LED lights.	1.00
EWL-ITC-11	Intersection Lights, Red (2), LED Two (2) red intersection lights. Whelen 700 series (7 x 3) LED lights.	1.00
EWL-LTI-11	Emergency Lights, Red (2), LED, Inter. Side Mount Two (2) red emergency lights, intermediate side mount. Whelen 700 series (7 x 3) LED lights.	1.00
EWL-LTS-11	Four (4) red LED lateral emergency lights (900) Four (4) red lateral emergency lights (two (2) on each side). Whelen 900 series (7 x 9) LED lights.	1.00
EWL-LTS-17	Scene Lights, Four (4), Clear LED, (900) Four (4) lateral scene lights (two (2) on each side). Whelen 900 series (7 X 9) LED scene lights.	1.00
EWL-RER-11	Emergency Lights, Red (2), LED, Rear Corners Two (2) red rear emergency lights at upper rear corners. Whelen 900 series (7 x 9) LED lights.	1.00
EWL-RER-12	Emergency Lights, Amber (2), LED Two (2) rear upper amber lights. Whelen 600 series (6 x 4) LED lights.	1.00



EWL-RER-15	Loading Lights, Two (2), LED Two (2) rear loading lights. Whelen 600 series (6 x 4) LED lights.	1.00
EWL-RER-16	Emergency Lights, Red (2), LED, Addt'l, Window Hgt Two (2) additionnal red lights at window height. Whelen 900 series (7 x 9) LED lights.	1.00

17-Audible Warning System (WRN)

Item Number	Name/Description	Quantity
WRN-BUA-11	Back-Up Alarm Back up alarm (97dB) with override switch. (Included)	1.00
WRN-SIR-11	Whelen 295SLS Hands-Free Siren Whelen model 295HFSA1 siren amplifier with 17 Scan-Lock™ siren tones.	1.00
WRN-SPK-11	Whelen SA315 Series Speakers Whelen SA315 series speakers is a compact speaker meeting SAE Class A requirements when paired with Whelen 100 watt siren amplifier.	1.00

18-Exterior Vehicle features (VFT)

Item Number	Name/Description	Quantity
VFT-ACC-12	Wheels valve stem extensions Valve extension for inner double wheel, air flexx 7.25" each	1.00
VFT-CHP-13	Rear Tow Hooks Two (2) tow hooks are installed in the rear step plate.	1.00
VFT-FUL-11	Quarter-Tank Fuel Fill Quarter-tank fuel fill.	1.00
VFT-MIR-11	OEM exterior mirrors Keep OEM exterior mirrors	1.00
VFT-MOP-11	Module Rub Rails, Aluminum Aluminium rub rails on module sides. (Included)	1.00
VFT-MOP-12	Module Corner Protectors, Stainless-Steel Stainless-steel protectors on module corners. (Included)	1.00
VFT-MOP-13	Module Wheel Trims, Fiberglass Formed fiberglass wheel trimming on module. (Inlcuded)	1.00
VFT-MOP-14	Undercoating Protection Undercoating protection for module and chassis. (Included)	1.00
VFT-MOP-15	Rear Wheel Mud Guards Mud guards on module for rear wheels. (Included)	1.00
VFT-PLT-11	License Plate with Light Surface mounted license plate location with LED light.	1.00
VFT-STP-11	Cab Steps, Anti-Skid Material with Mud Guards Anti-skid lateral steps. Includes mud guards for front wheels. (Included)	1.00
VFT-STP-12	Rear Step Bumper, Retractable Center Section Anti-skid rear retractable step. Diamond plate corner bumper. Rubber bumperette. (Included)	1.00

19-Convenience (CNV)

Item Number	Name/Description	Quantity
CNV-ACC-13	Valet Switch in Front Grille The door unlock valet switch is located on the back of the front grille, on the driver's side half portion of the grille. It allows to unlock all doors of the vehicle, but cannot lock the doors. (Included)	1.00
CNV-ACC-15	Demers Fast Idle Demers fast idle is generated by the multiplex module, it allows fast charging of the batteries by the engine when specific conditions are met. (Included)	1.00
CNV-CAM-11	Black Back-Up Camera	1.00

CNV-LCK-11	Zone Defense standard back-up camera with build-in audio support and infra-red night vision. Anti-Theft System	1.00
CNV-LCK-12	The anti-theft allows to leave the vehicle with the keys with the engine running to keep the vehicle at the ideal operating temperature. It protects against theft by running off the engine if the vehicle moves. (Included) ECOSMART Anti-Idling System	1.00
CNV-LCK-14	The ECOSMART Anti-Idling System automatically stops the engine and restarts the engine of the vehicle in idling conditions. The ECOSMART Anti-Idling System is managed by the Demers Electronic Multiplex System (DEMS). Disable EcoSmart Anti-idling	1.00

21-Paint and Decals (DEC)

Item Number	Name/Description	Quantity
DEC-PNT-11	Tri-Star Urethane Paint Two (2) coats of primer with two (2) coats of urethane. All four (4) sides and roof. No sanding. No buffing.	1.00

22-Drivers Compartment (CAB)

Item Number	Name/Description	Quantity
CAB-ACC-17	Glove Storage in Cab OEM Door Panels, Loose Gloves Glove storage compartment in OEM door panels for loose gloves.	1.00
CAB-CON-11	Floor-Mounted Console with control Floor-mounted console in front cab.	1.00
CAB-CON-14	Armrests, Driver and Passenger, Individual Individual driver- and passenger-side armrests on sides of floor-mounted console.	1.00
CAB-CON-15	Cup Holders, Dual, in Floor-Mounted Console Dual cup holders in floor-mounted console.	1.00
CAB-CON-29	Map bin storage (Dual) - Floor Console Map Bin Storage with Dual (2-slotted sections) - Floor Console	1.00
CAB-CTR-13	Control Center with Switches and Touch Pad Control center with switches and LED backlit pictograms in the floor mounted console.	1.00
CAB-LGT-11	Cab headliner with Reading Lights, Red/Clear (2) Two (2) clear and red overhead LED reading lights.	1.00

23-Curbside configuration (CRB)

Item Number	Name/Description	Quantity
CRB-ACC-19	Three (3) glove box holders above C2 door window Three (3) glove box holders above window on side entry door.	1.00
CRB-NET-11	Safety Net Safety net at the head of the curbside configuration, by the side entry door (C2).	1.00
CRB-TEC-11	Full-Length Seat Cushion Full-length, thermoformed, molded seat cushion.	1.00
CRB-TEC-14	Seat Backrest Individual, thermoformed, molded backrests.	3.00
CRB-TEC-23	Seating, Three (3) Passengers, 6-Pt Safety Belts Seating for three (3) passengers with 6-point safety belts. Space for Flip-down and hands-free opening mechanism.	1.00

24-Streetside configuration (STR)

Item Number	Name/Description	Quantity
STR-ACS-23	Flip-Up Door, Tinted Self Latching Sliding Windows	2.00



STR-MED-19	Aluminum flip-up frames, self latching for easy restocking of cabinets. Polycarbonate tinted self latching sliding windows. Medical Cabinet, CPR Bench Seat, Without Access	1.00
STR-REA-12	Medical cabinet with CPR bench seat, the rear lower location is blank to provide extra S3 exterior compartment space. Seating, One(1) EMT, 6pts Safety Belt	1.00
	Seating for one(1) EMT with 6pts safety belt - CPR seat	

25-Forward Bulkhead (FWB)

Item Number	Name/Description	Quantity
FWB-DIV-11	Sliding Door Crawl-Through Crawl-through with sliding door on front division to access to the cab.	1.00
FWB-LFT-11	Corner Cabinet, Streetside, Two Adjustable Shelves Corner cabinet on streetside of front wall. Includes two (2) aluminum extruded doors with see through windows, two (2) adjustable shelves and LED strip lighting.	1.00
FWB-LFT-14	Locking Radio Communication Compartment Lockable compartment on street side for radio communication	1.00
FWB-RGT-12	ALS Cabinet, without Drawer ALS cabinet on curbside of front wall. Includes four (4) aluminum extruded doors with see-through windows, adjustable shelf(s), one (1) fixed shelf at mid-height, LED strip lighting, and inside/outside access via curbside door.	1.00
FWB-RGT-13	Compartment above ALS Cabinet, Lockable Lockable compartment located above the front wall ALS cabinet.	1.00
FWB-RGT-16	See-Through Door, Two Handles Four (4) extruded doors with see through windows and handles	1.00

26-Attendant seat (AST)

Item Number	Name/Description	Quantity
AST-BSE-11	EVS Swivel Seat Base, Two (2) Positions EVS swivel 360 degrees seat base, locking in two (2) positions, forward and rearward positions	1.00
AST-HRS-11	EVS 1780 3Pts Vac-Formed Seamless Seat The EVS 1780 is a vac-form, seamless attendant's seat.	1.00
AST-HRS-17-CST	EVS 1880 6Pts Vac-Formed Seamless Child Seat The EVS 1880 is a vac-form, seamless child seat with 6pts harness style shoulder seat belt. Meets or exceeds all applicable FMVSS and SAE Standards. Replaces standard seat option.	1.00

27-Cot Configuration (COT)

Item Number	Name/Description	Quantity
COT-ANC-23	Floor Plate & Pre-wire Power-LOAD - GEN 2 (NEW) Stryker Power-Load floor plate. No cot fastener included. Include pre-wiring for charging feature. Default option for new Power-LOAD system from the field.	1.00
COT-POS-11	Center Floor-Mount Cot Configuration Center floor mount cot configuration	1.00

28-Rear Control Panel (CAR)

Item Number	Name/Description	Quantity
CAR-CTR-11	Rocker Switch Controls with LED Backlit Pictograms Rocker switch controls with LED backlit pictograms.	1.00

29-Oxygen (OXY)

Item Number	Name/Description	Quantity
OXY-NTW-14	Oxygen Outlets, Four (4) Four (4) oxygen outlets. Two (2) in ECC, one (1) on curbside, and one (1) on the ceiling.	1.00



OXY-OUT-11	Oxygen Outlet, Quick-Connect Quick-connect style oxygen outlet.	4.00
OXY-REG-13	Oxygen Control Valve, Electronic, Manual By-Pass Electronic oxygen control valve with manual by-pass.	1.00
OXY-SPO-11	Storage for Two (2) "D-Size" Portable Cylinders "D-size" Portable oxygen cylinder storage (2), located in side entry door.	1.00
OXY-SPR-11	Universal Vertical Holder for Main Oxygen Cylinder Universal vertical holder for types "K" or "M" main oxygen cylinder in S1 streetside exterior compartment.	1.00

31-Suction (SUC)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
SUC-LOC-11	Suction System location in ECC Main suction system is located in front streetside action area.	1.00
SUC-LOC-15	SSCOR suction device Replace standard suction by SSCOR suction device # 22000 Stainless Steel, 2" Gauge	1.00
SUC-MOT-11	Thomas high flow vacuum pump Thomas high flow vacuum pump	1.00
SUC-OUT-11	Vacuum outlet QD in action area Vacuum outlet QD Puritan with yellow 5/16" hose 4 ft long	1.00
SUC-REG-11	Vacuum regulator with disposable canister Vacuum regulator with disposable canister (Rico RS-4X)	1.00

32-Electrical System (ELE)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
ELE-ALT-11	Power Inverter, Xantrex Freedom, True Sine, 1000W The inverter/charger provides AC power using the DC power from the conversion battery bank. Recharge all battery banks and power all 120 volts AC outlets when the external shoreline is connected.	1.00
ELE-ALT-14	Super Auto Eject Power Inlet, 20 Amps, Yellow Kusmaull 120 Volts AC, 20 Amps - Automatically disconnects shoreline - Completely sealed - Yellow cover - Indicator light.	1.00
ELE-ALT-15	Electrical Outlet, 120V AC with Indicator 120V AC hospital-grade electrical outlets with indicator. (Included)	1.00
ELE-ALT-21	Add 120V AC Duplex outlet with indicator Additional 120V AC Duplex outlet with indicator. Details and location are as follows: Action area	1.00
ELE-CON-13	ACDelco Conversion Batteries Two (2) ACDelco conversion Batteries. (Included)	1.00
ELE-CON-14	Electrical Outlet, 12V DC 20 amp with Indicator 12V DC, 20 amp Duplex electrical outlets. (Included)	1.00
ELE-CON-17	Add 12V DC outlet with indicator Additional 12V DC outlet with indicator. Details and location are as follows: Action area	1.00
ELE-CON-18	Add Dual USB DC outlet with indicator Additional dual USB DC outlet with indicator. Details and location are as follows: Action area	1.00
ELE-GES-11	Demers Multiplex Electronic Management System Demers Electronic Management System (DEMS) – Multiplex system. (Included)	1.00

33-Communication System (COM)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
COM-RAD-11	Pre-Wiring for 2-Way Radio, Two (2) Antenna Cables Wiring preparation for two-way radio, with two (2) antenna cables. (routed from front cab to radio communication compartment)	1.00



COM-RAD-14	Radio Communications Compartment Radio communications compartment universal board, Bussmann blade-type fuse panels, and harness to power the radio communication devices. (12V battery feed, ground, ignition).	1.00
COM-RAD-15	Radio Communications Front Console Radio communications front console universal board, Bussmann blade-type fuse panels, and harness.	1.00
COM-REC-11	Data Recorder Available Signals Data recorder available signals through a universal connector in the electrical compartment. (Included)	1.00

34-HVAC (CVC)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
CVC-AUX-12	Dual In-Line condenser 60000 BTU, Front Auxiliary dual in line condenser installed on the front of module - Hoseline 60000 BTU	1.00
CVC-CLD-12	Independent Air Conditioning System The compressor, condenser and evaporator form an assembly independent of the OEM, cooling the air of the patient compartment through the ducted outlets.	1.00
CVC-DIF-11	Air Conditioning Outlets, Round Round outlets for ducted air conditioning unit. (Included)	1.00
CVC-HOT-11	OEM Tie-In Heating Unit The heating system is an extension of the OEM heating system, heating the patient compartment area through invisible opening underneath the medical cabinet at floor level. (Included)	1.00
CVC-VNT-13	Exhaust Fans (2) Two (2) exhaust fans for contaminated air. Activated by front control interface or rear console switch. (Included)	1.00

35-Interior Lights (ILG)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
ILG-PLF-11	LED Dome Lights, Adjustable, Dig. Timer The ceiling lights have four (4) different intensities. Each time the ceiling lights button is pushed, the intensity increases, until maximum intensity is reached.	8.00

36-Grab Handles (GBR)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
GBR-COL-12	Grab Bars Color, Yellow Color of selected grab bars is Yellow.	1.00
GBR-DRS-11	Rear Door-Mounted Grab Bars, 16" x 16" Two (2) door-mounted grab bars, 16" x 16", inside of rear doors (A1 and A2). (Included)	1.00
GBR-DRS-12	Curbside Door-Mounted Grab Bar, 12" One (1) door-mounted grab bar, 12" each, on the inside of the side entry door (C2). (included)	1.00
GBR-EMB-11	Embarking Grab Bars, 12" Two (2) entry grab bars, 12" each, mounted inside the patient compartment. One (1) near the curbside entry door, and one (1) near the R2 rear entry door. (Included)	1.00
GBR-PLF-11	Ceiling Grab Rails, 90", Two (2) Two (2) ceiling-mounted grab rails, 90".	1.00

37-Finish and Trim (FNS)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
FNS-FLR-11	Lonseal, Lonplate II, Gun metal Lonseal, Lonplate II, Gun Metal floor covering.	1.00

FNS-GRD-15	Safety Yellow Upholstery Yellow vinyl upholstery for safety exit padding covering. (Included)	1.00
FNS-GRD-17	Ash Grey Upholstery Ash grey vinyl upholstery for seat and padding covering. (Included)	1.00
FNS-MAT-11	Wood Flooring Exterior grade plywood, 0,75 inches thick.	1.00
FNS-MAT-12	Composite Flooring Thermo-Lite composite board, 0,75 inches thick.	1.00
FNS-PLF-11	Fiberglass Ceiling Fiberglass ceiling in Patient Compartment. (Included)	1.00
FNS-STK-11	General Vehicle Identification Vehicle general labels identification. (Included)	1.00

38-Functionality (FCT)

<i>Item Number</i>	<i>Name/Description</i>	<i>Quantity</i>
FCT-PLF-11	Radio Speakers, Recessed, Two (2) Two (2) recessed radio speakers. (Included)	1.00
FCT-PLF-13	IV Hooks, Recessed in Ceiling, Flexible, Four (4) Four (4) recessed flexible IV hooks in ceiling.	1.00
FCT-RGT-13	Storage Compartment, Sliding Doors Storage compartment, two (2) cabinets, LED strip lighting, and sliding doors.	1.00
FCT-RGT-18	Sharps and Trash Container, Flip-Down, Hands-Free Red 1L sharps container and 3L trash container in curbside flip-down container.	1.00
FCT-RWR-11	Digital Clock, Driver and Step Indicator Lights Digital clock, rear step indicator light, driver intention indicator lights (direction, braker) located in padding above the rear doors.	1.00

EXHIBIT B

WARRANTY



DEMERS AMBULANCES

EASY STEPS

WARRANTY GUIDE

(United States)

UNDERSTANDING YOUR DEMERS AMBULANCES LIMITED WARRANTIES

Your satisfaction is very important to us.

If you have questions or concerns with your vehicle, please do not hesitate to take the following steps:

1. Contact your Service Advisor at your authorized service center.
2. If the inquiry or concern is not resolved in a reasonable delay, please contact the **Demers Ambulances** Customer Assistance at:

Demers Ambulances
Customer Assistance Center
1-800-363-7591 (toll free - U.S.)
info@demers-ambulances.com

1. INTRODUCTION

Thank you for buying a **Demers Ambulance**.

When warranty repairs are required, you may take your vehicle to any **Demers Ambulances** authorized service center (see separate sheet for these locations). Please be aware that since certain warranty repairs require specifically trained employees, not all service centers are authorized to perform these warranty repairs. If a particular center cannot assist you, then contact the **Demers Ambulances** Customer Assistance Center at the number shown above.

This guide explains in detail the warranty coverage that apply to your Demers Ambulances.

Demers Ambulances provides the following Limited Warranties (Hereafter collectively referred to as the "Limited Warranties"):

1. **Modular Body Structure Limited Warranty**
2. **Modular Body Paint Limited Warranty**
3. **Electrical Limited Warranty**
4. **Demers Ambulances Materials/Workmanship Limited Warranty**
5. **OEM Materials/Workmanship assembled by other than Demers Ambulances Limited Warranty**

Chassis Manufacturer provides the New Vehicle Limited Warranty as well as the Federal and California Emissions Defect Warranties and Emissions Performance Warranties.

Please see the separate Chassis Manufacturer warranty booklet for coverage.

2. IMPORTANT INFORMATION YOU SHOULD KNOW: IF YOU NEED CUSTOMER ASSISTANCE:

For customer assistance, please follow the procedures outlined in the section 3 of this warranty guide.

DEFINITION:

Demers Ambulances refers to legal name Demers Ambulance Manufacturer Inc.

OEM refers to Original Equipment Manufacturer

OWNER refers to Original purchaser and/or Original license operators

KNOW WHEN EACH LIMITED WARRANTY BEGINS AND HOW LONG IT LASTS:

The **Start Date** for each Limited Warranty is the day the unit is first put into service (requires proper documentation to be filled and returned to **Demers Ambulances**) or the date of invoice, if no in service document was returned to **Demers Ambulances**. Each Limited Warranty lasts for the length of time specified or until the applicable mileage has been met, whichever occurs first.

CHECK YOUR VEHICLE:

If you see any damage when you receive your vehicle, notify your **Demers Ambulances Representative** immediately.

MAINTAIN YOUR VEHICLE PROPERLY:

Your vehicle contains an **Owner's Manual** and a **Recommended Maintenance Schedule** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance.

It is your responsibility to make sure that all of the scheduled maintenances are performed and that the materials used meet applicable engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by that lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always kept.

COVERAGE UNDER THE LIMITED WARRANTIES:

During a Limited Warranty coverage period, the authorized **Demers Ambulances** service center will repair, replace, or adjust all parts on your vehicle (except specific exclusions as stated in the exclusions section of each Limited Warranty) that are defective in factory-supplied materials or workmanship. Items and conditions that are not covered by the Limited Warranties are stated in each Limited Warranty.

When making warranty repairs on your vehicle, the authorized service center will use new or remanufactured **Demers Ambulances** parts or other parts authorized by **Demers Ambulances**.

VEHICLES TO WHICH THE LIMITED WARRANTIES DO APPLY:

The **Limited Warranties** described in this booklet apply to your vehicle if:

- It was originally registered/licensed in United States and
- It is being operated in United States.

LIMITATIONS ON ALL OF YOUR LIMITED WARRANTIES:

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE VEHICLE IS LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY. THE PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS ARE THE EXCLUSIVE REMEDIES UNDER ALL THE LIMITED WARRANTIES. **DEMERS AMBULANCES** SHALL NOT BE HELD RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, SUCH AS LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, LOANER VEHICLES, LODGING, FOOD, TOWING, PERSONAL PROPERTY, OR LOSS OF BUSINESS PROFITS.

The implied warranties are limited (to the extent allowed by law) to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

Some states do not allow **Demers Ambulances** to limit how long an implied warranty may last, or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE

This information about the limitation of implied warranties and the exclusion of incidental and consequential damages is applicable to all the Limited Warranties.

Your Limited Warranties give you specific legal rights. You may have other rights that vary from state to state. The Limited Warranties are the only express warranties from **Demers Ambulances** applicable to your vehicle. **Demers Ambulances** does not authorize anyone to assume any other obligation or liability in connection with your vehicle or the Limited Warranties.

Demers Ambulances reserves the unrestricted right at any time, and from time to time, to make changes in design of and/or improvements on its products without thereby imposing any obligation upon itself to make corresponding changes or improvements in or on its products theretofore manufactured.

WHAT IS NOT COVERED UNDER ANY OF THE LIMITED WARRANTIES:

Damage Caused By:

- Abuse, negligence or unapproved alteration of original parts
- Damage from accidents
- Proven failure of a third party, certified or not by Demers Ambulances to make repairs, to adhere to comprehensively detailed remount instruction of the proponent that results in any impairment is also exempted.
- Collision or objects striking the vehicle
- Theft, vandalism, or riot
- Fire or explosion
- Freezing
- Misusing the vehicle, such as driving over curbs, overloading
- Altering or modifying the vehicle – including the engine, body, chassis, or components – after the vehicle leaves **Demers Ambulances'** control
- Non-**Demers Ambulances** approved parts installed after the vehicle leaves **Demers Ambulances'** control. For example, but not limited to, cellular phones, alarm systems, and automatic starting systems
- Tampering with the vehicle
- Disconnecting or altering the odometer or allowing the odometer to be inoperative for an extended period of time with the result that the actual mileage cannot be determined
- Using contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine

Damaged Caused by Use and/or the Environment

Your Limited Warranties do not cover surface corrosion and deterioration that result from use and/or exposure to the elements. Here are examples:

- Stone chips, scratches (some examples are on paint and glass)
- Dings, dents
- Cuts, burns, punctures or tears
- Road salt, tree sap
- Bird and bee droppings
- Lightning, hail
- Windstorm
- Earthquake
- Water or flood

Damaged Caused by Improper Maintenance

Your Limited Warranties do not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids. See the **Owner's Manual** for correct fluid types and levels, and consult the **Recommended Maintenance Schedule** for proper ways to maintain your vehicle.

Maintenance/Wear

Your Limited Warranties do not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. Examples are:

- Oil changes
- Oils, lubricants, other fluids
- Oil/air filters
- Brake linings/pads or adjustments
- Tire rotation
- Cleaning/polishing
- Wiper blades
- Clutch linings or adjustments
- Engine tune-up
- Batteries
- Bulbs
- Belts
- Hoses

Other Items and Conditions Not Covered

Your Limited Warranties also do not cover:

- Vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the Limited Warranties
- Vehicles that have been determined to be a "total loss" by an insurance company; this will void the Limited Warranties
- Tires, wheel alignment and tire balancing.
- Adjustments as part of normal preventive maintenance such as hinges / door latches and hardware
- Components and installations other than those specified and approved by **Demers Ambulances**
- Batteries; batteries are covered by their respective OEM manufacturer.
- Programs, updates and/or software used by and for upgrade of equipment such as, but not limited to: GPS, AVL, Data recorder, mapping system, driver behavior, etc. Support and Warranty coverage beyond that of Demers Ambulances, for such equipment is to be provided by their Original Equipment Manufacturer.

3. STEPS YOU MUST FOLLOW IN ORDER TO OBTAIN WARRANTY SERVICE

To obtain warranty service, you must:

1. First contact the authorized **DEMERS AMBULANCES DEALER** from whom you purchased your vehicle, or contact a **Demers Ambulances** Warranty Service Representative directly:

1-800-363-7591 (toll free - U.S.)
info@demers-ambulances.com

- Have all pertinent information ready for the representative (using warranty claim form), including:
 - Vehicle make and model (Ford E350, GM Express, etc.);
 - **Demers Ambulances** model (MX164; MX170: EXE : LT2E : etc.);
 - **Demers Ambulances** stock number (located in the driver B pillar);
 - VIN (Vehicle Identification Number);
 - Date of delivery;
 - In Service Date;
 - Current mileage;
 - And any other pertinent information associated with the purchase of your ambulance.
- 2. To be eligible for any warranty service, you or your dealer (whichever applies) must send the warranty claim form (via fax; email or regular mail) found in your Owner's Manual with the proper information within 30 days of failure.
- 3. Your warranty replacement parts will be sent as soon as possible. Defective parts must be returned to your **Demers Ambulances DEALER** within 30 days of shipment of the replacement part. If the defective part is received within the required 30 day period, and is confirmed as being defective by **Demers Ambulances** technical personnel, there will be no charge to you. **Demers Ambulances will cover parts repair and shipping.**

NOTE

If the claimed defective part or the claim form is not received by your **Demers Ambulances DEALER** within 30 days of shipment of the warranty replacement part, or if the part is determined not to be defective, your **Demers Ambulances DEALER** will invoice you for the entire cost, plus shipping and handling, for the replacement part. It is your responsibility to return the claimed defective part to your **Demers Ambulances DEALER** within 30 days of receipt of the replacement part in order to avoid being invoiced for the replacement part.

4. All approved warranty work must be completed by a **Demers Ambulances** authorized service center.
5. You or Your dealer need to obtain authorization from **Demers Ambulances** for any work to be completed. Please do not take it upon yourself to make arrangements for the completion of warranty work. By doing so, and without the appropriate approval from a **Demers Ambulances** Warranty Service representative, you may VOID your warranty and/or be responsible for the total cost of the service repair. All warranty invoice should be submit 90 days maximum after authorization date.
6. If you have any questions concerning **Demers Ambulances'** warranty policies, please contact a **Demers Ambulances** Warranty Service representative.



DEMERS AMBULANCES LIMITED WARRANTIES

1. MODULAR BODY STRUCTURE LIMITED LIFETIME WARRANTY

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances Modular Body Structure** (exclusive of paint finish, hardware, mouldings, windows and other components and accessories) shall be structurally sound and free of all structural defects of both material and workmanship, under normal use and service and further warrants that it will maintain such structural integrity for a period of **TWENTY FIVE (25) YEARS**. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the Modular Body Structure. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** Service Center or dealer, and which examination shall disclose to have been defective, except as hereinafter provided. Service will be provided during normal business hours.

In the event that a modular body remount by the original owner is performed prior to the expiration of the original Modular Body Structure Limited Warranty, The Modular Body Structure Limited Warranty shall remain in effect provided the remount work is completed by **Demers Ambulances** personnel or a facility approved by **Demers Ambulances**.

Should repairs become necessary under the term of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

This warranty is conditioned upon:

- normal use and proper maintenance of such modular body;
- prompt written notice of any defects submitted to **Demers Ambulances** or one of its authorized dealers in the area;
- no alteration or additions to the modular structure except by **Demers Ambulances** or authorized by it;

If any of such conditions are not complied with, this warranty shall become void and unenforceable.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Modular Body Structure Limited Warranty:

- All paint, striping, hardware, hinges, latches, mouldings, windows, appointments and accessories;
- Any and all structural damage resulting from any form of accident or operator negligence.
- Any and all structural damage resulting from unmaintained galvanic corrosion.
- Any and all structural damage resulting from unmaintained oxidation.
- The expense of any transportation to or from a repair facility.
- Any defect resulting from misuse, negligence, accident, remounting, overloading beyond applicable weight rating by customer or third parties.

2. MODULAR BODY PAINT LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance**, that under normal use and service, each new **Demers Ambulances Modular Body Paintwork** provided by **Demers Ambulances or a Demers Ambulances PAINT & COATING ACCREDITED MANUFACTURER and/or SERVICE SUPPLIER** shall be free from defects of both material and workmanship, and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 miles**, whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **Demers Ambulances Modular Body Paintwork**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** service center or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

The following paint failures are covered:

- Peeling or delaminating of the topcoat and/or other layers of paint
- Cracking or checking
- Loss of gloss caused by cracking, checking, and hazing
- Any paint failure caused by defective paint or paint curing process at **Demers Ambulances or Demers Ambulances Accredited paint service supplier**.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances Modular Body Paint Limited Warranty**:

- Hazing, chalking, or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems
- Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature
- Accidents, scratches, chips, bruises, and gloss reduction due to normal vehicle use and maintenance
- Custom finishes, exotic finishes or any other finish than standard refinish procedure
- Failures resulting from product misuse or abuse
- Repairs done to previously refinished areas unless stripped to bare metal or appropriate substrate
- Failures on finishes performed by **Non-Demers Ambulances Service Center**
- Paint failures resulting from improper application of striping, tapes, decals or custom painted designs / numerals.
- Defects resulting from normal and customary wear as a result of operating the vehicle.
- The expense of any transportation to or from a repair facility.

Should repairs become necessary under the term of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

3. ELECTRICAL LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances Electrical System** shall be free from defects of both materials and workmanship, and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 MILES**, whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **Demers Ambulances Electrical System**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** service center or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

Items specifically covered under the **Demers Ambulances** Electrical Warranty include:

- Electrical harnesses and harness installation
- Printed circuit board(s)
- Switches, timers, outlets
- Circuit breakers and relays
- Shoreline

WHAT IS NOT COVERED?

The following items are specifically excluded from the **DEMERS** Ambulances Electrical Limited Warranty:

- OEM electrical systems and components
- Equipment not manufactured by **DEMERS** Ambulances but which are installed by **DEMERS** Ambulances personnel. These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars and similar OEM equipment. These excluded items are typically covered by separate warranties supplied by **DEMERS** Ambulances and/or the OEM manufacturer of the component.
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance
- Defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
- The expense of any transportation to or from a repair facility.

DEMERS AMBULANCES MATERIALS AND WORKMANSHIP LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances Materials and Workmanship**, shall be free from defects and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 MILES**, whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any part or materials related to the **Demers Ambulances Supplied Parts and Materials**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Features Limited Warranty:

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
- Any required maintenance adjustment, general tightening or headlamps adjustments
- Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
- The expense of any transportation to or from a repair facility.

4. OEM MATERIALS AND WORKMANSHIP ORIGINALLY ASSEMBLED BY OTHER THAN DEMERS AMBULANCES LIMITED WARRANTY 2 YEARS / 75 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulances** body that, under normal use and service, each new **OEM Materials And Workmanship Originally Assembled By OTHER Than Demers Ambulances**, shall be free from defects and further warrants that it will maintain such integrity for a period of **TWO (2) YEARS or 75 000 MILES**, whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **OEM Parts And Materials originally assembled by OTHER than Demers Ambulances**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars; fluorescent ballasts; door handles & latches; gas cylinders; laptops; laptop mounts; docking stations; actuators and similar OEM equipment. These items are typically covered by separate warranties supplied by the OEM manufacturer of the component. When necessary, **Demers Ambulances** Customer Assistance personnel will assist you in pursuing warranty assistance with the OEM manufacturers of these components, should their stated warranty be in excess of the basic **Demers Ambulances** warranty

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Features Limited Warranty :

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
- Any required maintenance adjustment, general tightening or headlamps adjustments
- Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts.
- The expense of any transportation to or from a repair facility.



DEMERS AMBULANCES

RECEIPT AND ACKNOWLEDGMENT OF LIMITED WARRANTIES DELAY WARRANTY REGISTRATION

The undersigned acknowledges receipt and understanding of DEMERS AMBULANCES Modular Body Structure Limited Warranty, Modular Body Paint Limited Warranty, Electrical Limited Warranty, Demers Ambulances Materials And Workmanship Limited Warranty and OEM Materials And Workmanship Originally Assembled By Other Than Demers Ambulances Limited Warranty. These Limited Warranties have been reviewed in detail and I understand the policies and procedures outlined in each warranty.

Accepted and agreed to this day of _____.

OWNER INFORMATION

Name : _____

Address : _____

Phone Number: _____

Representative Name : _____

Representative Email Address: _____

Representative Signature : _____

DEALERSHIP INFORMATION

Name : _____

Address : _____

Phone Number: _____

Dealership Representative : _____

Representative Email Address: _____

Dealership Signature : _____

VEHICLE INFORMATION

Vehicle Identification Number (VIN): _____

Demers Ambulance Vehicle Stock Number: _____

Date of delivery: _____

Mileage on the vehicle at date of delivery: _____

WARRANTY SHOULD BE ACTIVATED WITHIN 24HRS OF DELIVERY

Please fill and return to:

Fax.: 450-467-6526 or dchatelle@demers-ambulances.com



Warranty claim form

F-5.02e

Rev. : 1

1	Vehicle serial number (V.I.N) (Number on dash, driver's side)				
2	Fleet unit number		3	Demers stock number	
4	Date in service (YY/MM/DD)		5	Milles / Miles	
6	Date of failure (YY/MM/DD)		7	Date of warranty claim	
8	Description of the issue				
9	Cause(s) of the issue				
10	Corrective(s) action(s)				
11	Estimated repair time				
12	Claim requested by		13	Invoice N°	
14	Billing address		15	Shipping address	
Phone:			Phone:		
Part N°	QTY	DESCRIPTION			
DEMERS RESERVED SECTION					
1. Warranty claim authorization no. :			<input type="text"/>		
2. Time allowed for repairs :			<input type="text"/>		
3. Warranty claim authorization date :			<input type="text"/>		

Demers, Ambulances Manufacturer Inc. (Head Office)

28 Richelieu, Beloeil, QC, J3G 4N5 Tel.: 450-467-4683 Fax: 450-467-6526

www.demers-ambulances.com

1-800-363-7591

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, 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, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.