



**Equipment Proposal**

**Proposal # 06212023**

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 23, 2023 ("Proposal Date")      **Customer:** Key West Fire Department ("Customer")

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

Qty	Product Description & Options	Price
1	<p><b>One 2025 Osage Warrior Ambulance, mounted on a 2024 Ford F-450 Gasoline chassis. Per the attached specifications and drawings.</b></p> <p><b>Pricing Based on Florida Sheriff's Association Contract #FSA23-VEF17.0</b></p>	\$337,334
<p>**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.</p>		<b>Total: \$337,334</b>

**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 24-30 (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 Osage.

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:     *K.W.H.*    

By:     *Michael Day*      
Title: **Authorized Sales Representative**

Title: Division Chief of EMS

Print: Keith W. Hernandez

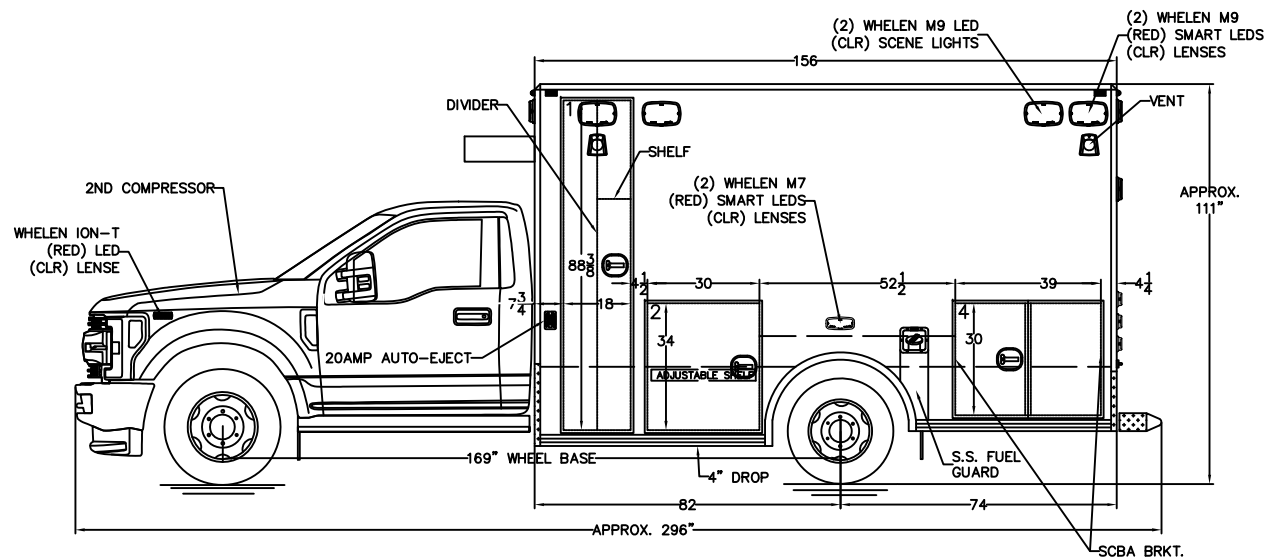
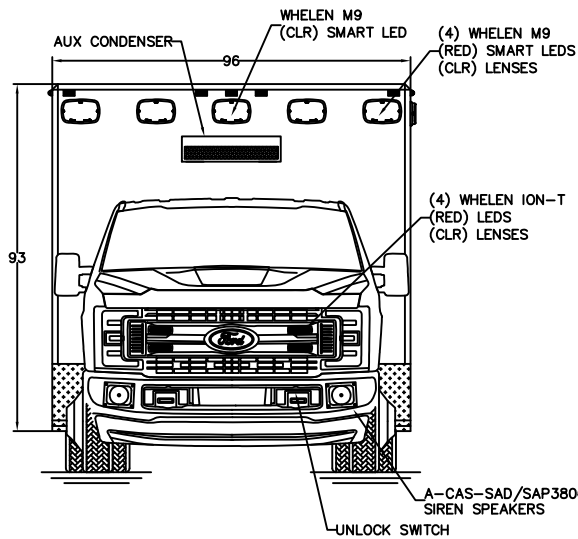
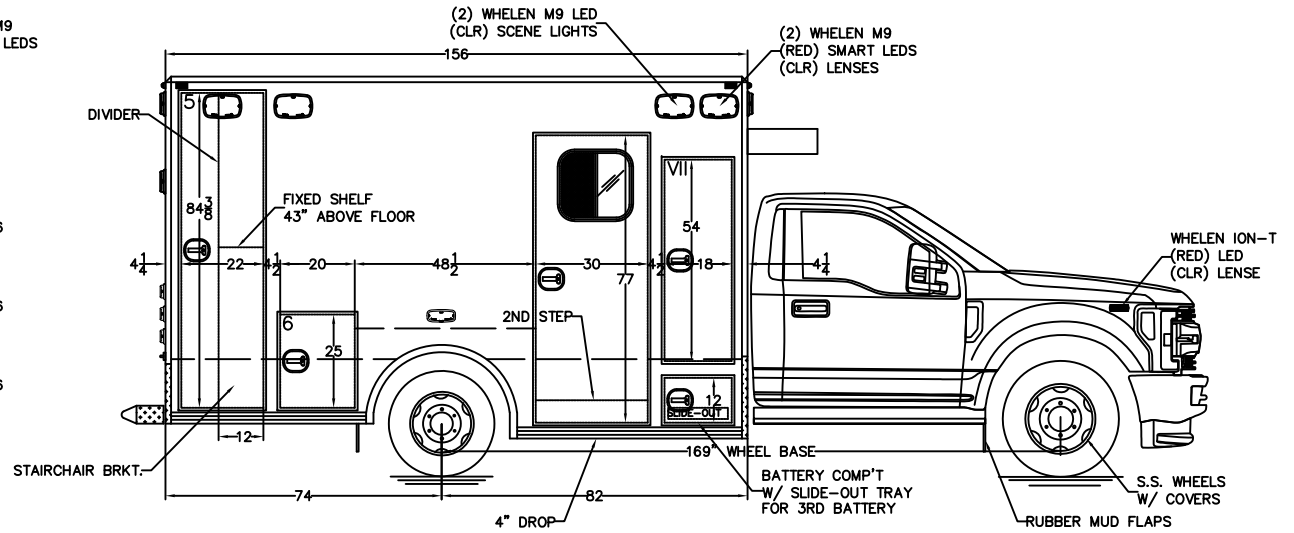
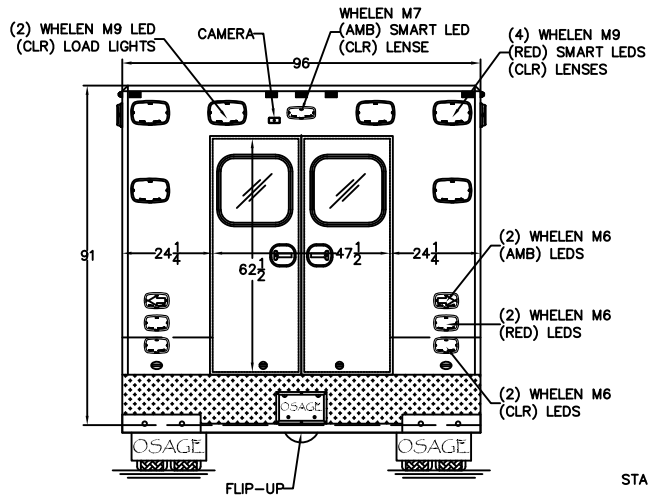
Print: **Michael Day**

Date: June 21, 2023

Date: **June 21, 2023**

EXHIBIT A

**PROPOSAL OPTION LIST**

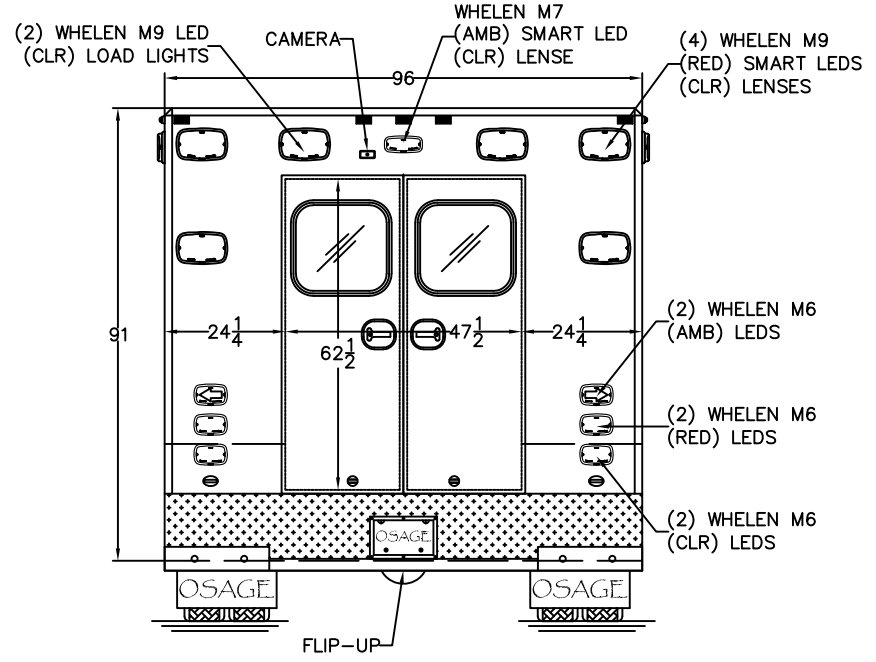
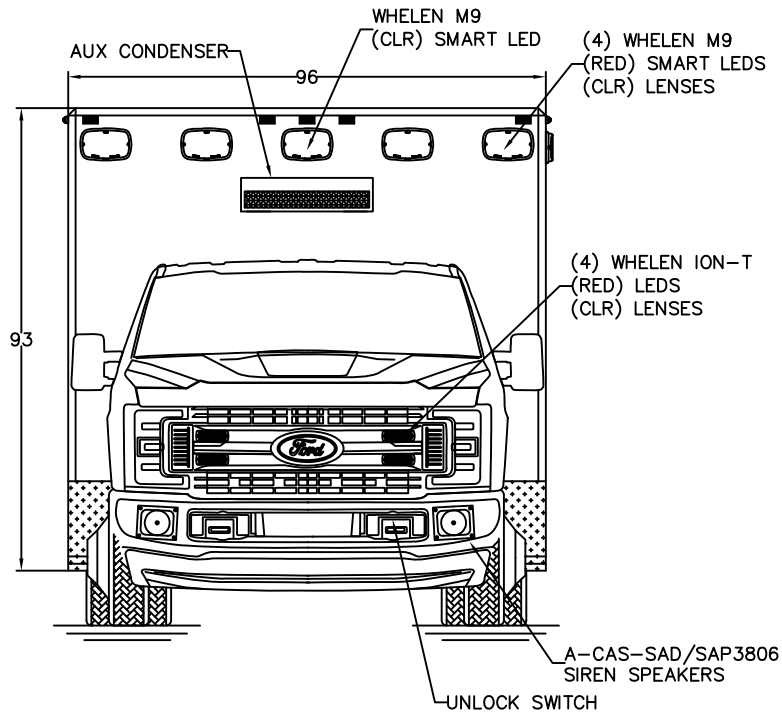


NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
  - 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
  - 3.) MODULE DIMENSIONS=156"L x 96"W x 93"H
  - 4.) INTERIOR MODULE HEAD ROOM=72"H.
  - 5.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
  - 6.) DOUBLE STAINLESS THRESHOLDS.
  - 7.) STYROFOAM INSULATION, WALLS & CEILING.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-100		
End Customer:	Osage Industries, Inc.		
	TEN-8 FIRE	TWIN RIDGE ROAD	P.O. BOX 718 LINN, MO. 65051
	KEY WEST FIRE		
NOTICE		Drawn By:	Date:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		S.A.H.	03-28-22
		Drawing Description:	
		EXTERIOR LAYOUT	
		TYPE-I WARRIOR	
			Revision#
			1

3				
2	REVISION DRAFT	04-07-22	SAH	
1	BID DRAFT	03-28-22	SAH	
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.  
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

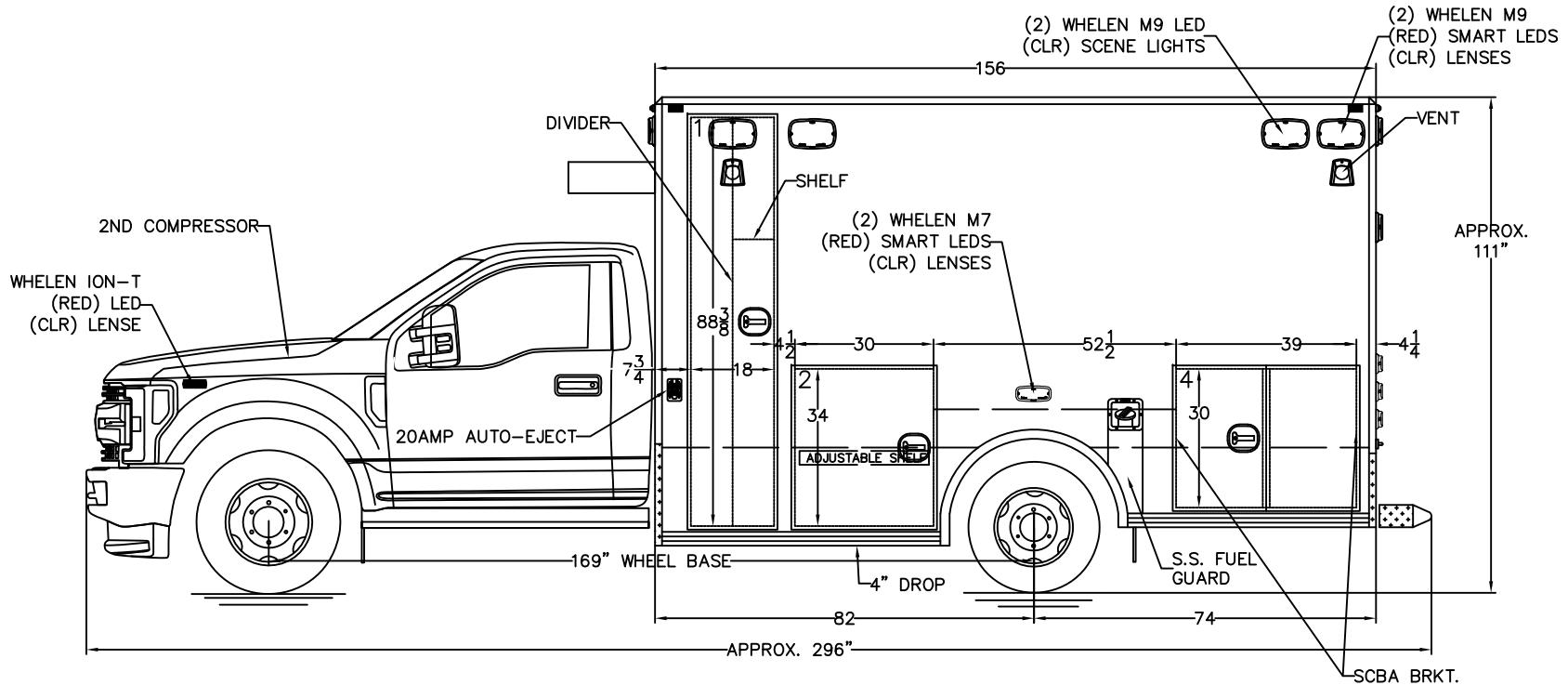
NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
- 3.) MODULE DIMENSIONS=156"L x 96"W x 93"H
- 4.) INTERIOR MODULE HEAD ROOM=72"H.
- 5.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-100A		
End Customer:	<b>Osage Industries, Inc.</b>		
TEN-8 FIRE	TWIN RIDGE ROAD	P.O. BOX 718	LINN, MO. 65051
KEY WEST FIRE	Drawn By:	Date:	Scale:
	S.A.H.	03-28-22	NOT TO SCALE
Drawing Description:		Revision#	
EXTERIOR LAYOUT, FRONT/REAR		1	
TYPE-I WARRIOR			

3				
2				
1	BID DRAFT	03-28-22	SAH	
Rev.#	Revision Description	Date	Rev'd	App'vd

NOTICE  
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.



NOTES: THIS DRAWING IS NOT TO SCALE.  
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

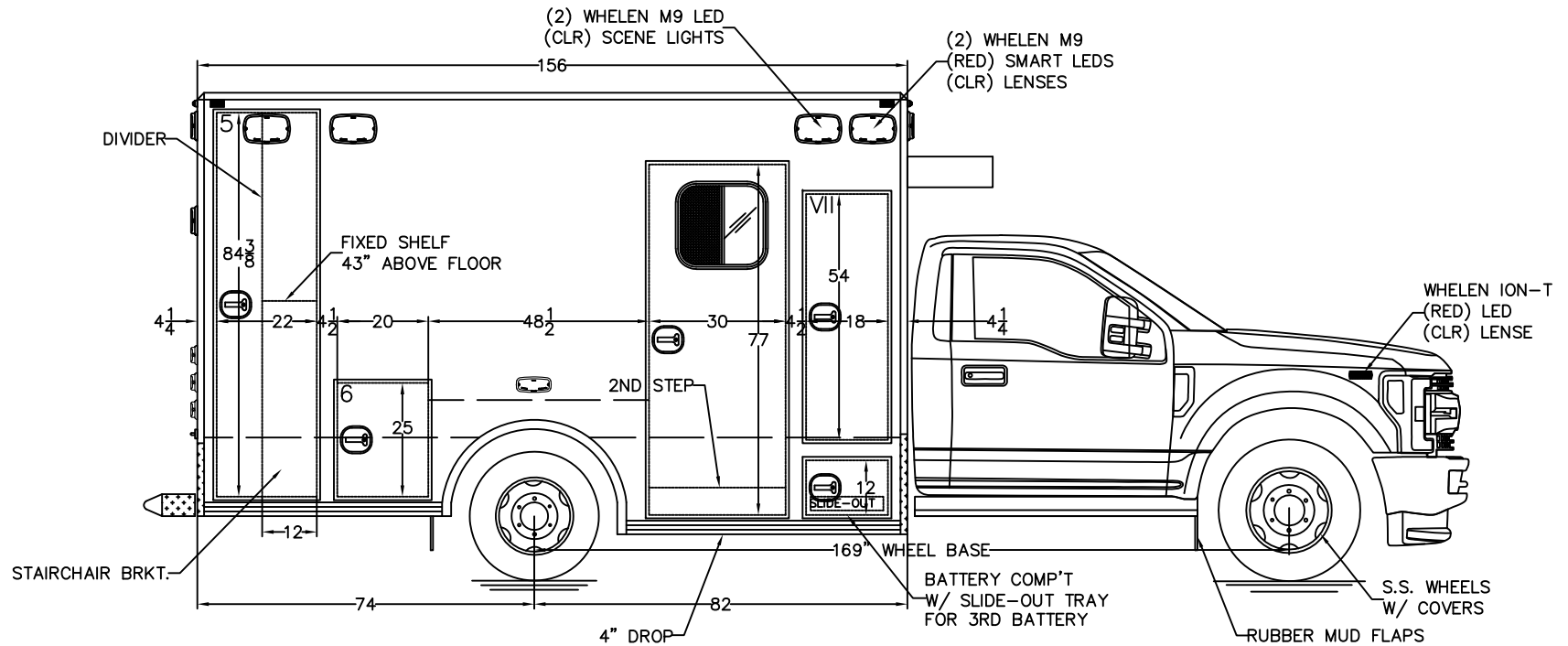
NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
- 3.) MODULE DIMENSIONS=156"L x 96"W x 93"H
- 4.) INTERIOR MODULE HEAD ROOM=72"H.
- 5.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-100B		
End Customer:	<b>Osage Industries, Inc.</b>		
TEN-8 FIRE	TWIN RIDGE ROAD	P.O. BOX 718	LINN, MO. 65051
KEY WEST FIRE	Drawn By:	Date:	Scale:
	S.A.H.	03-28-22	NOT TO SCALE
Drawing Description:			Revision#
EXTERIOR LAYOUT, STREETSIDE			1
TYPE-I WARRIOR			

3				
2				
1	BID DRAFT	03-28-22	SAH	
Rev.#	Revision Description	Date	Rev'd	App'vd

This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.



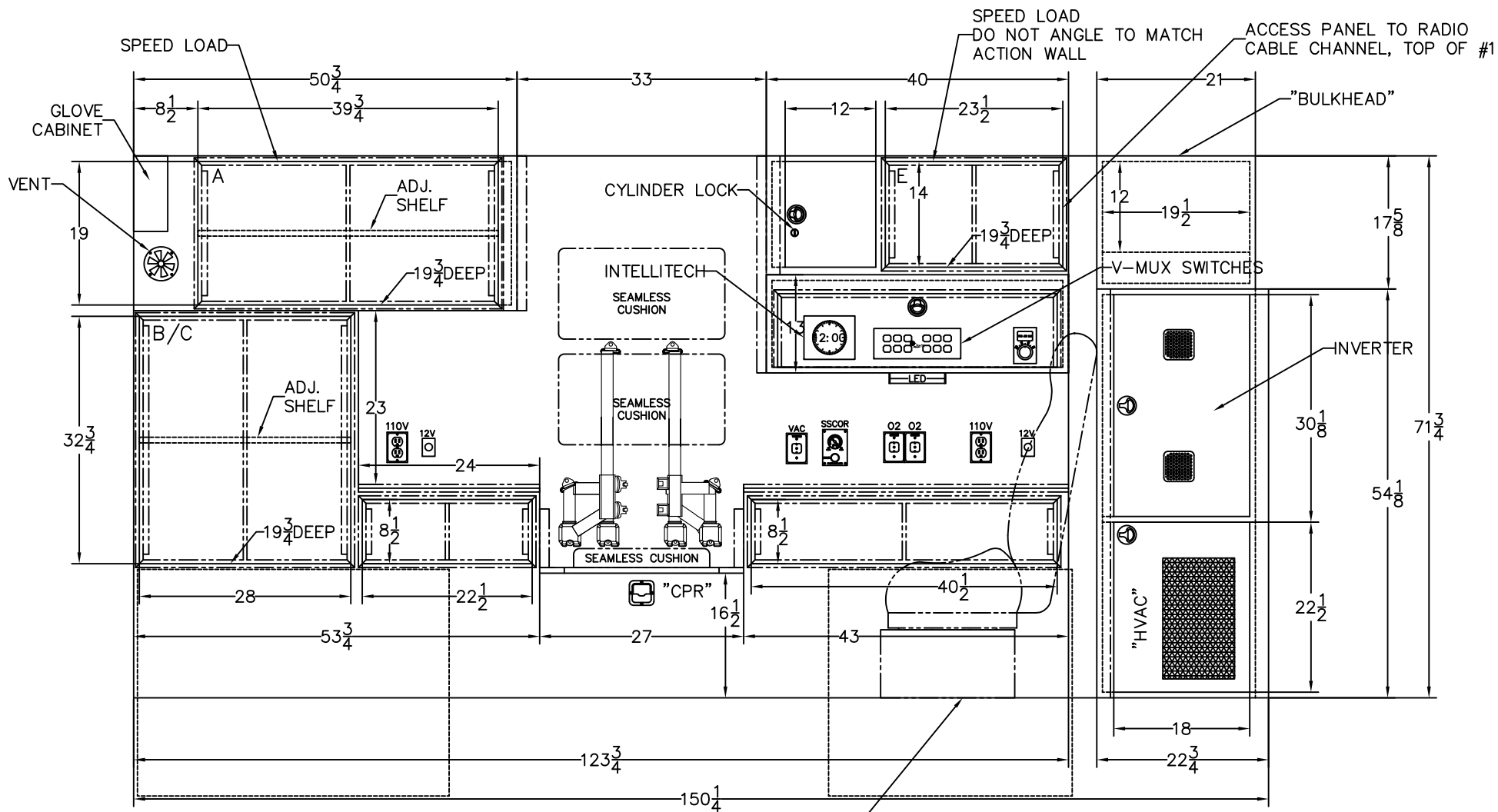
NOTES: THIS DRAWING IS NOT TO SCALE.  
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
- 3.) MODULE DIMENSIONS=156"L x 96"W x 93"H
- 4.) INTERIOR MODULE HEAD ROOM=72"H.
- 5.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-100C		
End Customer:	<b>Osage Industries, Inc.</b>		
TEN-8 FIRE	TWIN RIDGE ROAD	P.O. BOX 718	LINN, MO. 65051
KEY WEST FIRE	Drawn By:	Date:	Scale:
	S.A.H.	03-28-22	NOT TO SCALE
<b>NOTICE</b>		Drawing Description:	Revision#
		EXTERIOR LAYOUT, CURBSIDE TYPE-I WARRIOR	1
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.			

3				
2	REVISION DRAFT	04-07-22	SAH	
1	BID DRAFT	03-28-22	SAH	
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES:  
1.) 156" BODY, 72" HEADROOM.

E.V.S. 3-PT. CHILD/ATTENDANT SEAT

NOTES: THIS DRAWING IS NOT TO SCALE.  
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

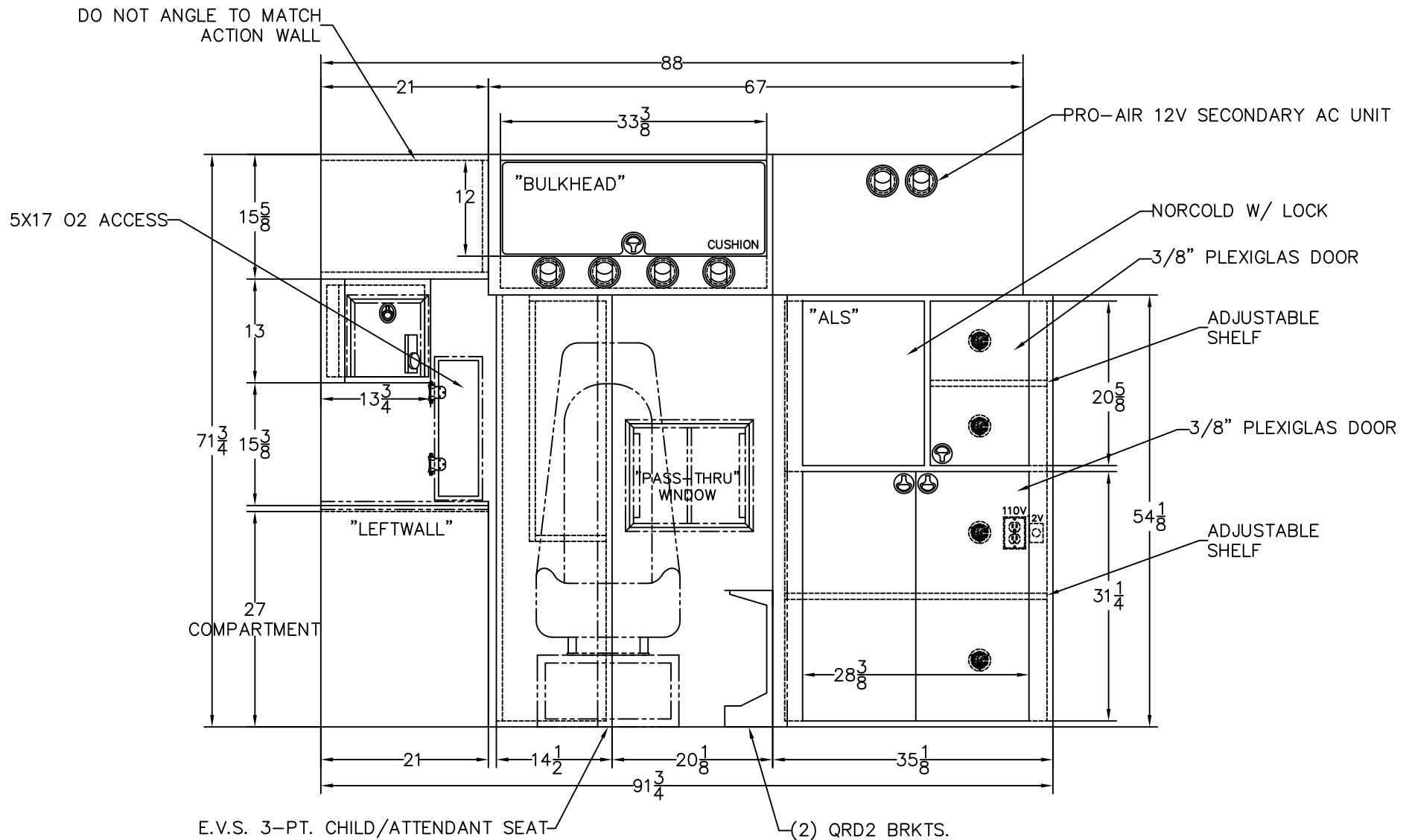
NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
	KEY-101		

Osage Dealer:	<b>Osage Industries, Inc.</b> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
End Customer:			
TEN-8 FIRE	Drawn By:	Date:	Scale:
KEY WEST FIRE	S.A.H.	03-28-22	NOT TO SCALE

<b>NOTICE</b> This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:	Revision#
		STREETSIDE INTERIOR TYPE-I WARRIOR	1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2	REVISION DRAFT	12-19-22	SAH	
1	BID DRAFT	03-28-22	SAH	



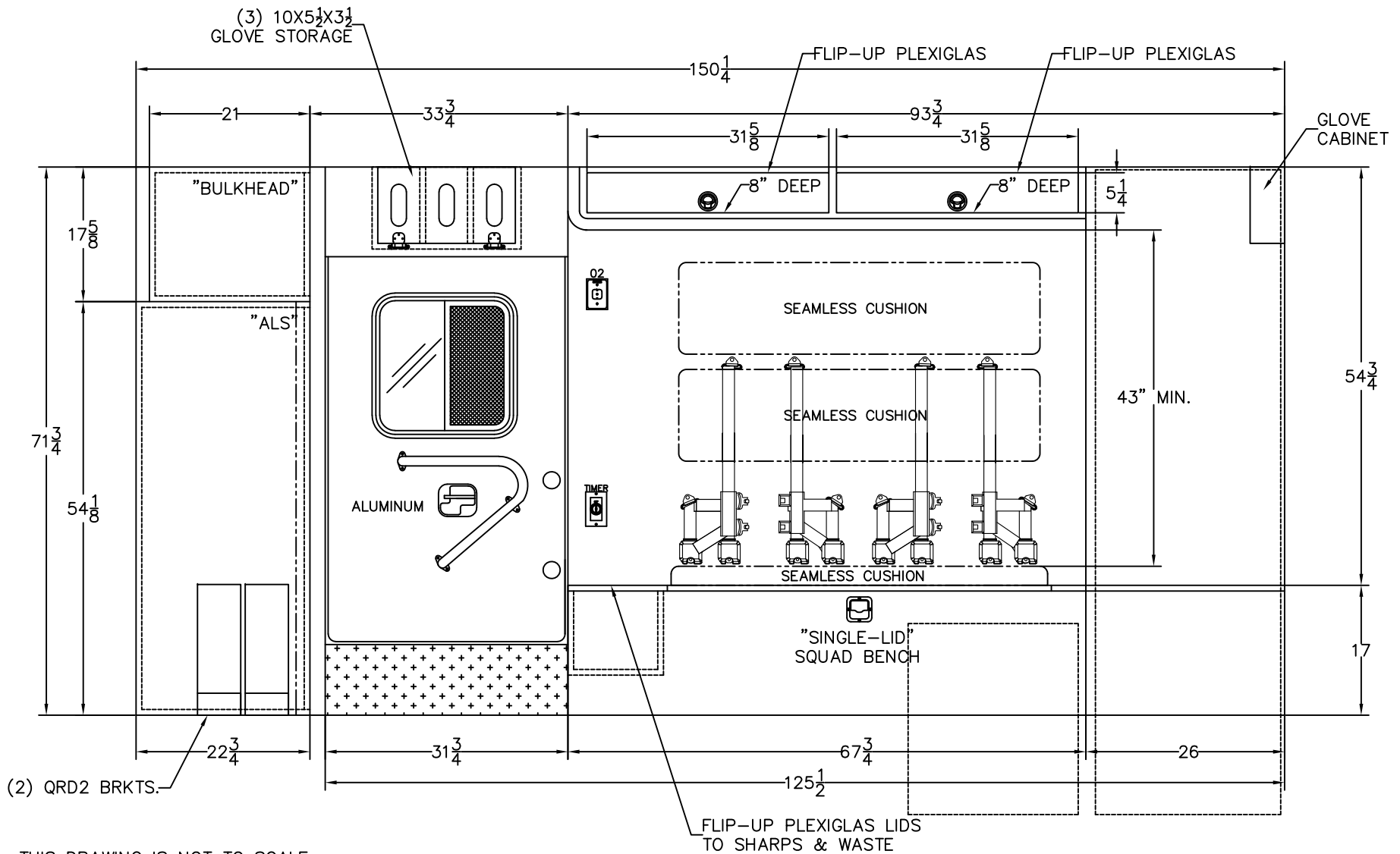
NOTES: THIS DRAWING IS NOT TO SCALE.  
 CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM  
 INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.  
 ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION  
 SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-102		
End Customer:	TEN-8 FIRE	<b>Osage Industries, Inc.</b> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051	
	KEY WEST FIRE		
<b>NOTICE</b> This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	Date:
		S.A.H.	03-28-22
Drawing Description:			Scale:
FORWARD INTERIOR TYPE-I WARRIOR			NOT TO SCALE
			Revision#
			1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2	REVISION DRAFT	12-19-22	SAH	
1	BID DRAFT	03-28-22	SAH	



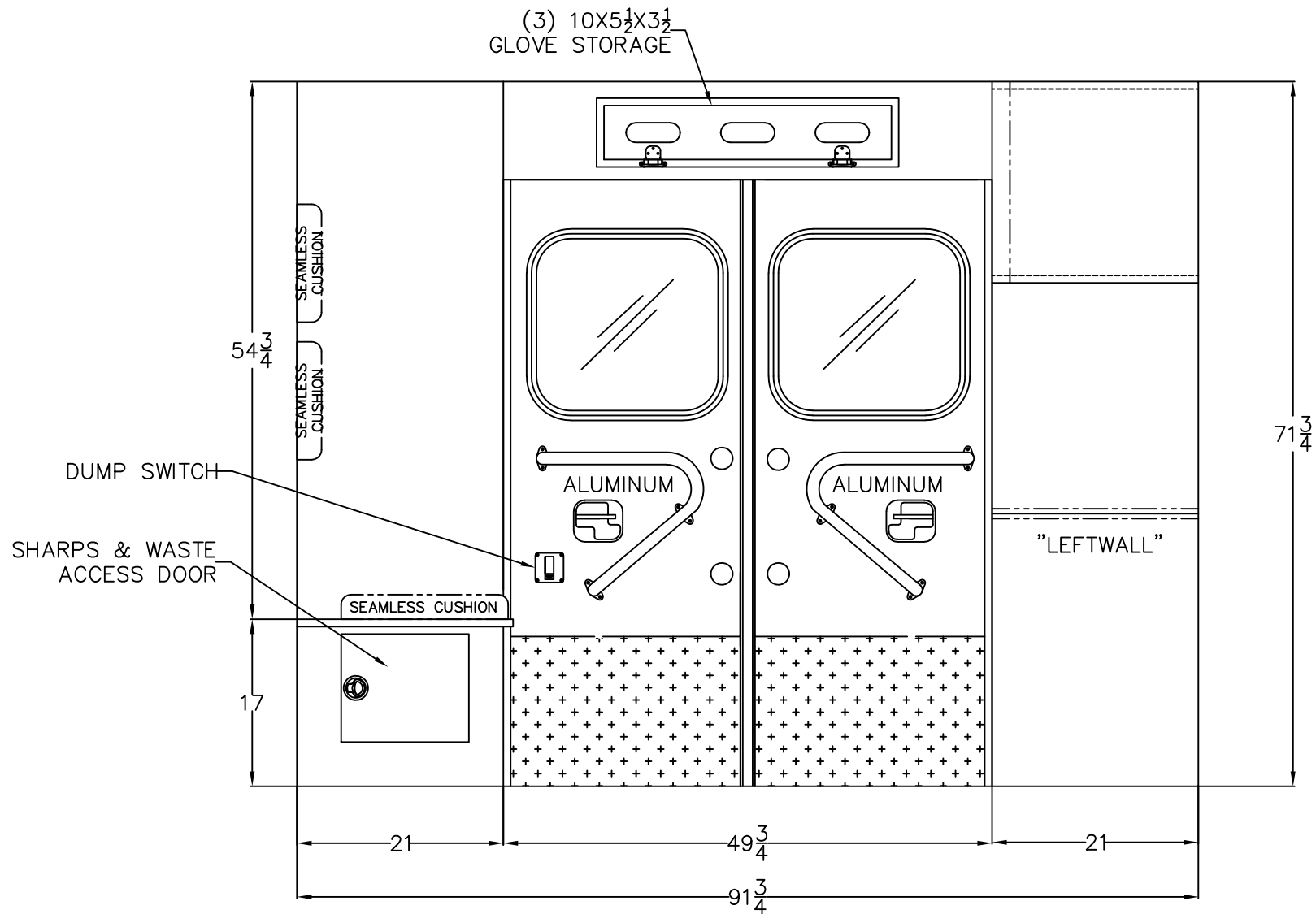


NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-103		
End Customer:	TEN-8 FIRE	<b>Osage Industries, Inc.</b> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051	
	KEY WEST FIRE		
<b>NOTICE</b> This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	Date:
		S.A.H.	03-28-22
Drawing Description:			Scale:
CURBSIDE INTERIOR TYPE-I WARRIOR			NOT TO SCALE
			Revision#
			1

3				
2	REVISION DRAFT	12-19-22	SAH	
1	BID DRAFT	03-28-22	SAH	
Rev.#	Revision Description	Date	Rev'd App'vd	

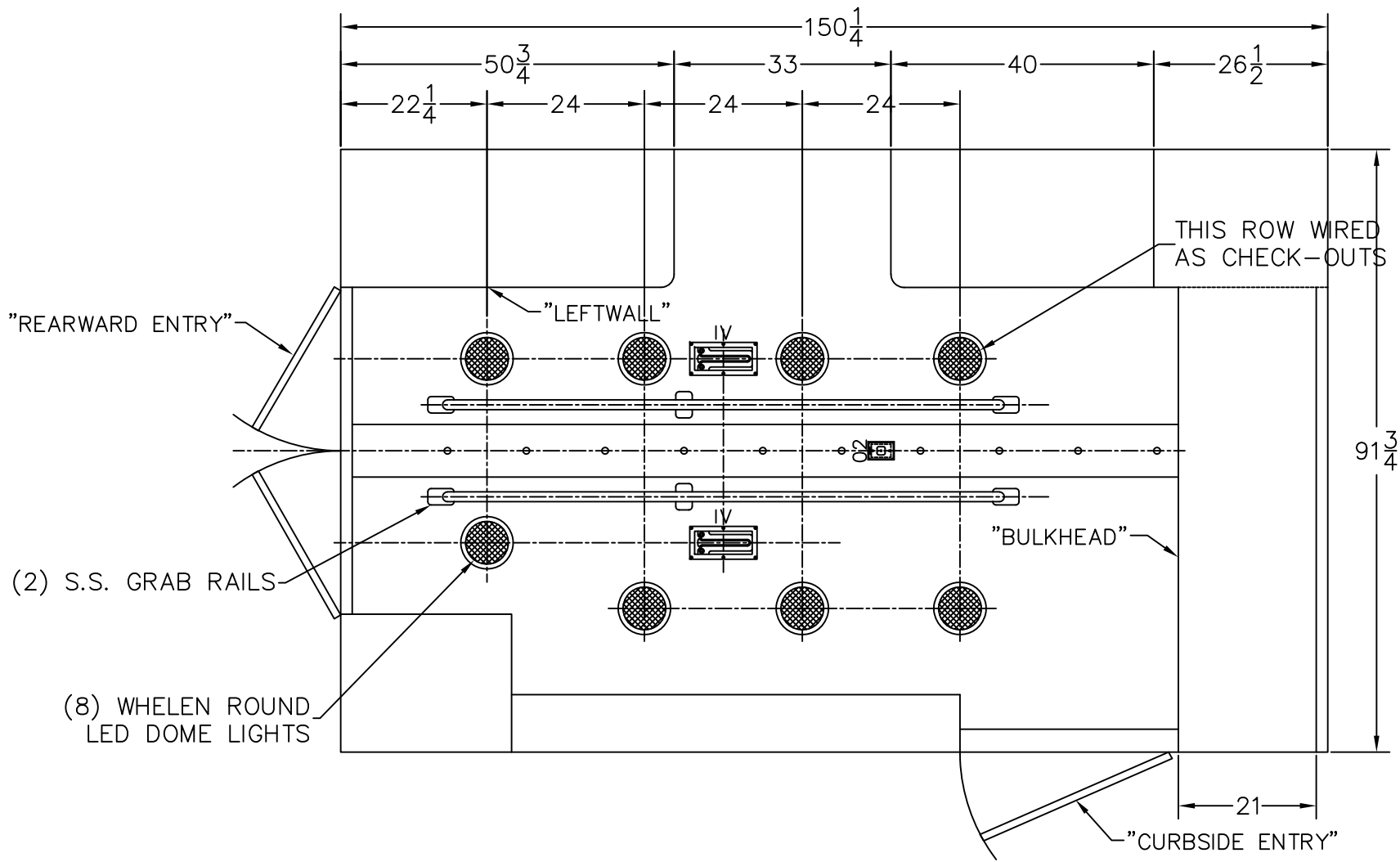


NOTES: THIS DRAWING IS NOT TO SCALE.  
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM  
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.  
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION  
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-104		
End Customer:	TEN-8 FIRE	<b>Osage Industries, Inc.</b> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051	
	KEY WEST FIRE		
<b>NOTICE</b> This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	Date:
		S.A.H.	03-28-22
Drawing Description:			Scale:
REARWARD INTERIOR TYPE-I WARRIOR			NOT TO SCALE
			Revision#
			1

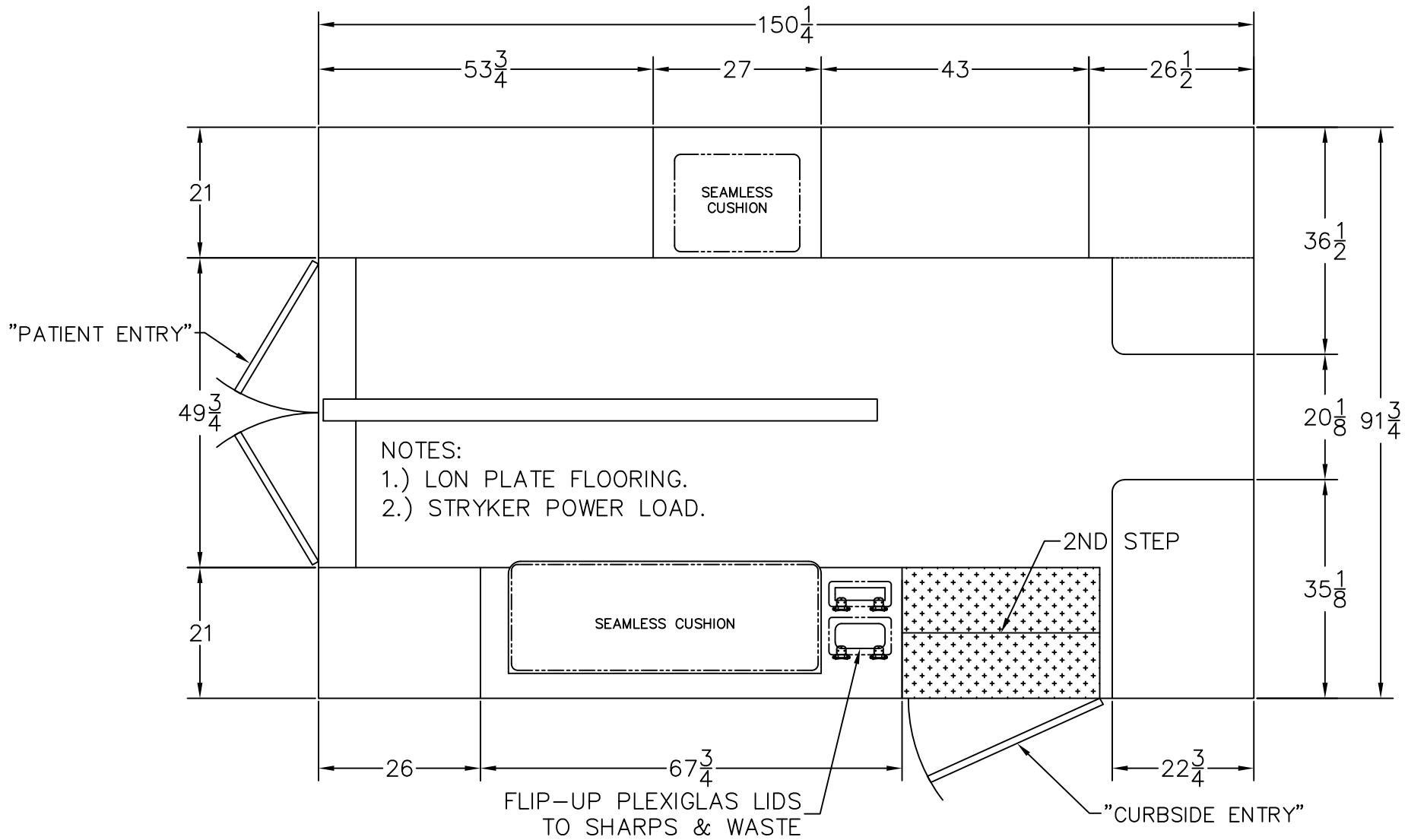
3				
2	REVISION DRAFT	12-19-22	SAH	
1	BID DRAFT	03-28-22	SAH	
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.  
 CHARACTERISTICS AND DIMENSIONS OF FINISHED  
 PRODUCT MAY VARY.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	KEY-105		
End Customer:	<b>Osage Industries, Inc.</b> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
TEN-8 FIRE KEY WEST FIRE			
<b>NOTICE</b> This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By: S.A.H. Date: 03-28-22 Scale: NOT TO SCALE	Revision# 1
Drawing Description: CEILING LAYOUT TYPE-I WARRIOR			

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2				
1	BID DRAFT	03-28-22	SAH	



NOTES: THIS DRAWING IS NOT TO SCALE.  
 CHARACTERISTICS AND DIMENSIONS OF FINISHED  
 PRODUCT MAY VARY.

Stock/Job#: Drawing# KEY-106 Cust. App'v/Date# Deal'r App'v/Date:

Osage Dealer: TEN-8 FIRE  
 End Customer: KEY WEST FIRE  
**Osage Industries, Inc.**  
 TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051

**NOTICE**  
 Drawn By: S.A.H. Date: 03-28-22 Scale: NOT TO SCALE

This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.  
 Drawing Description: FLOOR LAYOUT TYPE-I WARRIOR  
 Revision# 1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2	REVISION DRAFT	12-19-22	SAH	
1	BID DRAFT	03-28-22	SAH	

Dealer Name:	<b>Ten-8 Fire &amp; Safety</b>	
Salesperson:	Michael Day	
Customer Name:	Key West Fire Department	
& Address	1600 North Roosevelt Blvd	
:	Key West, FL 33040	
Shipping Address:	Key West Fire Department	
:	1600 North Roosevelt Blvd	
:	Key West, FL 33040	
Contact Name:	Keith Hernandez	
Chassis Type:	Ford F450 Gasoline	
:	<b>FORD F-SERIES TYPE I - 2025 GAS - CHASSIS ONLY</b>	
1	F-450, 169" WB, 4x2	EST
1	Option: Liquid Spring Suspension (Front: 110lbs, Rear: 150lbs)	
1	Option: Add Aluminum Wheels	
1	Ford 2148 Warrior	
Qty	<b>Warning &amp; Intersection Lights, Wig-Wag</b>	
19	W-03	Chrome Flanges for M9
9	W-04	Chrome Flanges for M6 or M7
Qty	<b>Whelen Smart Linear LED's</b>	
10	W-34	Upgrade 900 to M9 LED, R, B, A, R/B, R/A
1	W-35	Upgrade 900 to M9, All or 1/2 Clear
4	W-36	Additional M9, Red, B, A, R/B, R/A
1	W-47	Additional M7 LED, R, B or A (amber, centered above rear entry doors)
6	W-50	Whelen ION-T, R, B, A (top and bottom of patient entry doors)
6	W-54	Add Any Light to Interior of Door (Add to Light Price)
Qty	<b>Scene Lights</b>	
6	W-57	M9 LED Scene, Upgrade
1	W-65	Upgrade Brake/Tail to M6 (Pair)
1	W-66	Upgrade Turn to M6 (Pair)
1	W-67	Upgrade Reverse to M6 (Pair)
Qty	<b>Exterior Lighting</b>	
1	W-89	Techniques E-41 LED Strip Lighting in all Compartments
Qty	rior Lighting & Siren Options & Special Instructions	
Qty	<b>Inverters, Chargers, Batteries, Shorelines &amp; Outlets</b>	
1	E-02	Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100
1	E-07	Additional (3rd) Matching Battery (Requires Ordering Exterior Battery Compartment
1	E-09	Upgrade to Kussmaul Auto Eject Shoreline Plug, 20 Amp (cover to be red)
1	E-11	Shoreline Indicator at Shoreline
Qty	<b>Outlets &amp; Interior Lighting</b>	
1	E-12	110 V Outlet, Additional per Outlet
1		12V DC Outlet, Cigar Style, Additional per Outlet Note: Outlets will be Ignition Hot unless
	E-13	otherwise specified
2	E-15	Dual USB Outlet
1	E-22	Power Door Lock Control Head
9	E-23	Power Door Lock Per Door
8	E-25	Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)
Qty	<b>Switches &amp; Secure Idle</b>	
1	E-35	Hidden Switch in Grill for Door Locks (F Series)
Qty	<b>V-Mux Options</b>	
1	E-47	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis')
1	E-48	Park Brake Override Switch
1	E-49	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)
1	E-50	Truck Information Screen (w/Vista IV Upgrade Only)
1	E-51	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)
1	E-52	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)
1	E-53	Up to 10 Speeds on HVAC Fan
1	E-54	Custom Flash Patterns (Specify on Page 9)
1	E-55	Rear Flashers on in Reverse (Specify on Page 9)

1	E-56	Side Scene on in Reverse
1	E-57	Brake Override
1	E-60	Upgrade Switches to Vista IV Screen in cab, switches in rear
1	E-63	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)
1	E-64	O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)
1	E-65	Exterior Temperature Readout (w/Vista IV Upgrade Only)
Qty		<b>HVAC Systems</b>
1	E-70	Norcold 1.7 cubic feet Refrigerator
1	E-75	Auxiliary Condenser
1	E-76	Upcharge to Install Condensor on Front of Module
1	E-78	2nd Engine - Driven Compressor
Qty		<b>Additional Electrical Options &amp; Special Instruction</b>
1		Install a expanded aluminum cage around the inverter.
1		There is to be an additional 12v AC system in the front wall cabinet per drawing.
Qty		<b>I.V. &amp; Suction</b>
4	M-01	Perko I.V. Clip with Velcro Strap
Qty		<b>Cot Mounts</b>
1	M-08	Stryker Power Load
Qty		<b>Oxygen</b>
1	M-12	Additional O2 Outlet Over Squad Bench
1	M-16	Electric O2 Solenoid w/Switch
2	M-20	Zico Portable O2 Bracket QRD2
Qty		<b>Laminate &amp; Vinyl</b>
1	I-02	Custom Vinyl Color
Qty		<b>Flooring, Aisle, Backboard Slots</b>
1		Lon-Coin Flooring <b>Note: Provide Color:</b> _____
	I-04	
1	I-06	Composite Subfloor
Qty		<b>Seating, Squad Bench, EMT, CPR</b>
1	I-07	Swivel Pedestal for EVS Attendant Seat
1	I-10	4-Pt. Child Seat 6-Point Seat Belt, Per Position
3	I-20	<b>Note: Specify Color (If no color is chosen, black will be provided: Black <u>  XX  </u> Orange <u>      </u> Red <u>      </u> Yellow <u>      </u></b>
Qty		<b>Cabinetry, Windows, Marker Boards, Shelves, &amp; HVAC Ducts</b>
1		Dual Drink Holders
1	I-30	Customize Console in Type I
1	I-31	Removable Padded Armrests for Console (Pair)
1	I-32	Aluminum Cabinetry (Requires Spray Coating) Cabinet Over Squad Bench, (Requires 43" Between Bench Cushion & Cabinet) (Standard in 2168)
1	I-35	
1	I-59	Glove Storage Over Side Entry Door (3 total)
1	I-60	Two (2) Glove Storage Units Over Rear Doors (add a third)
1		Install a Drug box above main wall cabinet. To include separate lock.
2		Install (2) cabinets under the countertops per drawing
Qty		<b>Doors, Locks, &amp; Latches</b>
1	I-69	Lock on Interior Cabinet (barrel style lock on cabinet above action area)
Qty		<b>Counter Tops</b>
1		Speckled Gray
1	I-74	Speckled Color Finish in Silk Stone Action Area Countertop
1	I-75	Speckled Color Finish in Silk Stone Monitor Shelf Countertop
Qty		<b>Sharps, Waste, &amp; Drawers</b>
1	I-88	Sharps & Waste in Bench w/ Flip-Up Plexiglass Lids
Qty		<b>Insulation &amp; Sound Deadening</b>
1	I-96	Sound Deadening Under Floor
1	I-97	3M Sound Deadening on Back of Exterior Compartments
1	I-98	Delux Insulation on Side Entry Step
Qty		<b>Additional Interior Options &amp; Special Instructions</b>
1		Cab console to be aluminum
Qty		<b>Custom Body Size, Compartments, Doors &amp; Door Window</b>
1	EX-01	Custom body Length. Fill in Length <u>      </u> 158" <u>      </u>
2	EX-03	Additional Exterior Compartment, (per compartment)

<u>5</u>	EX-05 Change Exterior Compartment Size
<u>1</u>	EX-09 Double Door on Exterior Compartment ILO Single Door
<u>1</u>	EX-18 Stairchair Bracket on Compartment Door
Qty	<b>Shelves &amp; Dividers</b>
<u>1</u>	EX-20 Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide
<u>1</u>	EX-26 Adjustable Backboard Divider
<u>1</u>	EX-27 Roll-Out Tray in Comp. (battery tray)
Qty	<b>Rear Bumpers &amp; Entry Steps</b>
<u>1</u>	EX-35 Smooth Aluminum Kickplates (3)
<u>2</u>	EX-39 Drop Skirt Line 4" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step (both sides)
Qty	<b>MISCELLANEOUS OPTIONS</b>
<u>1</u>	MS-05 Delete Decal Package
Qty	<b>PAINT OPTIONS</b>
<u>1</u>	P-08 ½ Red / ½ Silver Cab & Box (Including Door Jambs) see pictures of exact layout. Silver over red.
<u>1</u>	P-09 Any Color of Paint other than White
<u>1</u>	P-10 Wet Sand & Buff
<u>1</u>	P-12 Paint Roof White
Qty	<b>Chevron</b>
<u>1</u>	P-20 6" 3M Reflective Chevron, Two Alternating Colors
Qty	<b>Additional Paint Options &amp; Special Instructions</b>
<u>1</u>	Graphics to match current fleet

# 2025 OSAGE “2148 WARRIOR” TYPE I

## 2024 FORD “F-450” GAS

### “STANDARD FEATURES”

- **CERTIFIED KKK-1822-F & ALL REVISIONS** •
- **MEMBER FORD “QVM” PROGRAM** •
- **MEMBER AMD / NTEA** •

### CHASSIS

- 2024 Ford F-450 w/ 47A Amb Prep Pkg
- 169” Wheel Base w/ Dual Rear Wheels
- GVWR: 16,500 LBS
- Front & Rear Stabilizer Bar
- 7.3 L V-8 Gas Engine
- Ford Engine Hour Meter
- Ford Auxiliary Idler Control Unit
- Torqshift™ w/ SelectShift 10-Speed Automatic Transmission
- 4-Wheel Disc Brakes w/ ABS
- Stainless Steel Wheel Inserts
- Aluminum Diamond Plate Running Boards
- Rear Mud Flaps
- Dual Air Bags
- Dual Map Lights
- Tilt Steering Wheel & Cruise Control
- Electric Windows & Door Locks
- Keyless Remote Entry
- AM/FM Stereo MP3 / Clock Radio
- Deluxe Cloth High Back Captain’s Chairs
- Rubber Floor Mat I.L.O. Carpet
- Ford OEM Mirrors, Heated and Power Adjust
- Daytime Running Lights
- Choice of 2WD or 4WD

### MODULE

- Module Dimensions:  
148” L x 83” H x 96” W
- **Totally “Seamless” Body Construction**
- Exterior Side & Roof Panels .125” Aluminum
- One-Piece Exterior Side Panels
- One-Piece Crowned Roof
- Frame Members 2” x 2” Aluminum Tubing
- Frame Members on 12” Centers
- Diamond Plate Shields:
  - \* Across Lower Rear of Body
  - \* Across Lower Front of Body
  - \* Lower 1/3 of Entry Doors
- All Exterior Doors “Pan-Formed” / Extruded Double Break Construction
- All Body Openings “Seamless”
- **All Door Latches Mounted Behind Gaskets**
- Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
- Optional Curbside Backboard Storage
- Exterior Compartment Adjustable Shelving
- Exterior Compartment LED Lighting
- Cast “Grabber” Door Holders
- Lower Body Impact Rub Rails
- Polished Stainless Steel Fenderettes
- Grip Strut Rear Step Bumper w/ Flip-up Center Section 4” x 18” Dock Bumpers
- Automotive Undercoating

### WARNING SYSTEM

- Six Red Whelen ION-T LED’s Mounted in Chrome Flanges: Two in Grill, Two in Front Fenders, Two on Side of Modular Body above Rear Wheels.
- Eight Red LED Whelen 9x7 Modular Lights
- One Clear LED Whelen 9x7 Front Modular Light
- One Amber LED Whelen 9x7 Rear Modular Light
- Two Optic LED Whelen 9x7 Scene Lights per Side
- Two Optic LED Whelen 9x7 Rear Load Lights
- Primary / Secondary Switching
- Whelen 295 SLSA1 Siren w/ Siren / Horn Switch
- Cast Siren Speaker
- Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn, Reverse
- LED Clearance / Marker Lights

### PAINT & MARKINGS

- 8” Belt Line Paint Stripe
- Base Coat / Clear Coat Modular Paint
- “No Smoking” & “Fasten Seat Belt” Signs
- Ambulance / Star-of-Life Decals



**2025 Osage "2148 Warrior" Type I - 2024 Ford "F-450" GAS**  
**"Standard Features"**

**ELECTRICAL**

- Ford OEM Dual Alternators, 397 Amps Total
- Digital Voltmeter
- Audible Low-Voltage Alarm
- Bosch, Vanner, Cole-Herse & Weldon Components
- Weldon V-Mux 100% Solid State Microprocessor Based Multiplex Electrical System
- Wiring Color-Coded and Heat Embossed Every 6" w/ Function
- Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
- Front Switch Console Mounted on the Floor
- Hinge Mounted Attendant Switch Console
- Control Console Backlighting Dimmer
- Battery Switch Activated via Ignition Switch
- Open Door Warning Light
- Handheld LED Spotlight, Hardwired
- Whelen Dual Intensity LED Patient Compartment Dome Lights
- Exterior Weatherproof Shoreline Receptacle
- Two Interior 110V Duplex Receptacles
- Two Interior 12V Cigar Style Receptacles
- One Pre-Wire Antenna Cable
- Electrical Back-up Alarm w/ Auto Re-set

**INTERIOR**

- 68" Interior Headroom
- 49" Aisle Width
- All Vertical Corners 1" Radii
- Stainless Steel Aisle Panel, Left Side, Full Length x 18" x .060"
- Lon-Plate nonskid Vinyl Flooring Rolled 3" Up Both Sides of Aisle
- EMT Seat, Pedestal Mounted Deluxe Vinyl Captains Chair w/ 3-Point Restraint
- CPR Seat, Three Piece Molded, Contoured Cushions
- Squad Bench w/ Second Patient Capability
- All Seat Cushions Seamless
- Retractable Seat Belts for All Locations
- Handicap Style, 1 ½" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
- Handicap Style, 1 ½" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
- Double entry step on curbside entry door.
- Sliding "Pass-thru" Window between Cab and Patient Compartment
- Padded Bulk-Head Cabinet Doors
- Headliner Thermoplastic Sandwiched Between Two Sheets of Aluminum Finished in Semi-Gloss White
- ALS Compartment w/ In/Out Access
- 2 Adjustable & 1 Fixed Shelf in ALS
- R-29 Reflectix Insulation throughout Module
- Thermostatically Controlled Patient Compartment Heat & Cool System
- 3-Speed Manual Fan Control
- Rear Heat & Cool Unit Mounted Floor Level;
  - \* Moisture Drains Directly Through Floor
  - \* Short Coolant Circulation Distance
  - \* Eliminates Vertical Circulation of Coolant
  - \* Unit Easily Accessible for Maintenance
- Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
- Two Recessed, Swing-up Dual IV Hangers
- "Zico" Retaining Bracket for Oxygen "M" Cyl
- Three "Ohio" Oxygen Outlets
- SSCOR Suction System
- Locking Sharps Container (Shipped Loose)
- Locking Drug Compartment
- Digital "Atomic" Clock w/ Seconds
- Stryker "Universal Floor Plate"

**WARRANTY**

- Three Year / 36,000 Mile Product Conversion • Five Year / 100,000 Mile Modular Paint •
  - Seven Year / 72,000 Mile Electrical System • Lifetime Modular Body Structure •

**"ALL WARRANTIES NON-PRO-RATED"**

NOTE: See Warranty Certificate for Details

**[www.osageambulances.com](http://www.osageambulances.com)**

EXHIBIT B  
**WARRANTY**



## Emergency Vehicle Limited Warranty

### TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. **PRODUCT CONVERSION WARRANTY**

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. **ELECTRICAL WARRANTY**

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. **ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE**

**Lifetime warranted** to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of **Three (3) years or 36,000 miles**, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. **PAINT WARRANTY 5 YEARS OR 100,000 MILES**

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. **GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES**

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. **BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER ) 1 year or 12,000 miles**

Osage warrants blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

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.