

AGREEMENT OF SALE

This agreement dated February 23, 2018 made in duplicate between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut located at 4 Market Street, P.O. Box 168, Collinsville, CT 06022 (hereinafter "Buyer") 4 Guys Stainless Tank & Equipment Inc., a Pennsylvania Corporation, located at 230 Industrial Park Road, Meyersdale, PA 15552 (hereinafter "4 Guys")

WITNESSETH

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

4 Guys agrees to furnish Buyer, who agrees to buy *One (1) Four Guys Stainless Steel Pumper/Tanker installed on Spartan Motors Gladiator Cab & Chassis* in accordance with the Request for Proposal attached hereto as Exhibit A, 4 Guys Inc. proposal dated December 14, 2017 and attached hereto as Exhibit B and in accordance with the terms and conditions contained in this Agreement of Sale. All such documents shall be incorporated into the Agreement of Sale and be made a part hereof as if fully set forth. the bid specifications, inclusive of this contract and in accordance with the terms and conditions listed on the contract.

PRICES, TAXES, AND TERMS OF PAYMENT

Buyer shall pay as purchase price for the apparatus and/or equipment the sum of **\$648,931.00**
(In Dollars)

SIX HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED THIRTY ONE 00/100
(In Words)

Option 1— Trade In Allowance Deduct (\$20,000.00)

Option 2 — Equipment Mounting Add \$11,400.00

Chassis Payment discount (\$8,400.00)

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

DELIVERY: Delivery shall be within 460 to 500 calendar days after receipt of signed contract, subject to all causes beyond our control. A penalty of \$200.00 per day will be enforced for every day after the 500 day limit.

PAYMENT TERMS: Chassis payment of \$318,863.00 due within 15 days of chassis deliver to our factory with balance of \$313,068.00 due upon acceptance of the completed unit, F.O.B. Town of Canton, CT.

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

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

CANCELLATION: In the event of the default by either party the other party may pursue all remedies available to it, either at law or inequity. In the event that any party commences legal proceedings to enforce any provision of this agreement the prevailing party shall be entitled to costs and reasonable attorney's fees. Notwithstanding the above, the Buyer may terminate all or a portion of this Agreement for its convenience and without cause.

CHOICE OF LAW: The contract shall be interpreted under Connecticut Law.

NO MISREPRESENTATION OR OMISSION: No representation, warranty or statement of 4 Guys in the Proposal or this Agreement, including the exhibit hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

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

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

WARRANTY: Warranties are as set forth in the attached Exhibits.

COMPLIANCE WITH LAWS: 4 Guys shall comply with all federal, state and local laws and regulations governing the scope of this Agreement, including without limitation health, safety and environmental requirements, whether or not such laws and regulations are fully and properly reflected in this Agreement or the exhibit attached hereto.

INSURANCE: 4 Guys shall carry and keep in force during the term of this Agreement insurance as more specifically described in the Request for Proposals, with a company or companies authorized to do business in Connecticut.

NO ASSIGNMENT: 4 Guys shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without the Town's prior written consent.

EXECUTION: This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

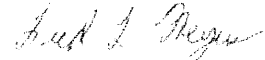
In witness whereof, Buyer and 4 Guys have caused this contract to be executed by their duly authorized representatives, this 23rd day of February 2018.

Town of Canton
4 Market Street
Collinsville CT 06022
(860) 693-7837



Robert H. Skinner
Canton Chief Administrative Officer

Submitted By,



Fred L. Meyers, Sales Manager

Below to be completed by 4 Guys, Inc.

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

Accepted at Meyersdale, PA by:

Signature

Printed or Type Name

Title

Date