



CUSTOMER CHANGE ORDER FORM

CUSTOMER: Billings Fire Department

JOB #: 36061

Item	Date	Description	Option #	Deduct	Add	Info	STF
1	2/8/21	36061 Change the order from a two truck order to a three truck order. Per the discount recap 2/8/21			638,777.00		
2							
3							
4							
5							
6							
7							
8							
9							
10							
CHANGES PER UNIT				0.00	638,777.00		

TOTAL CHANGES MADE TO ORDER PER UNIT	638,777.00
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Sales tax, if applicable, not included in above amount

Changes Authorized by: _____

Date: _____



February 8, 2021

Billings Fire Department, MT
One (1) Enforcer PUC Pumpers, added to 36061-1-2 / AS790
Build Location: Appleton, WI

Proposal Price	663,983.00
Less chassis progress payment discount	(11,311.00)
Less payment upon completion @ factory discount	(6,332.00)
Less 100% pre-payment discount	(7,563.00)
Subtotal including all pre-pay discounts	<u>638,777.00</u>

Terms:

Delivery: Based on Pierce's current delivery schedule the unit would be added to the existing order 36061 for delivery mid-October 2021. Delivery is subject to change pending Pierce's delivery schedule at time of order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Price Expiration: The above pricing is valid until February 24, 2021. If order is not submitted prior to that date, a 3% price increase will be required.

Multiple Unit Pricing: Change order pricing for the 3rd unit is only valid on the apparatus being purchased, manufactured and delivered at the same time as 36061-1-2 already in production. Otherwise, revised pricing will be required.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

- i. **Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$377,030.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.
- ii. **Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.
- iii. **100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$1,623.00** may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$5,000.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Pierce Manufacturing**