

## **AMENDMENT TO ORIGINAL ORDER TERMS**

THIS AMENDMENT TO ORIGINAL ORDER TERMS (this “Amendment”), dated as of \_\_\_\_\_, 2024, is made by and between Seagrave Fire Apparatus, LLC (“Seagrave”) and West Allis Fire Department of Wisconsin, West Allis, Wisconsin (“Purchaser” and, together with Seagrave, the “Parties”).

### **BACKGROUND**

This Amendment applies to each order, contract, agreement, instrument, term or undertaking (collectively, the “Original Order Terms”) relating to Custom Fire Apparatus Model TB50CA Marauder Pumper and numbered SO 78L80 (the “Apparatus”), including, without limitation, the Contract between the Parties entered into in 2021 (the “Contract”). To resolve a dispute among the Parties, the Parties desire to enter into this Amendment to provide for an equitable modification of the Original Order Terms.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree that the Original Order Terms are amended as follows:

1. Purchase Price. The purchase price set forth in the first sentence of Section 5 of the Contract is changed to Seven Hundred Sixty-Four Thousand Nine Hundred Ninety-Seven Dollars (\$764,997), not including state, federal, FET, local or any other taxes.
2. Delivery Date. The delivery date in the first sentence of Section 3 of the Contract is changed to 420 days from the date (the “Amendment Effective Date”) that this Amendment has been approved, executed and delivered by both Parties.
3. Warranty Extension. The Standard Seagrave Warranty on the Apparatus is extended from two (2) years to a total of four (4) years.
4. Service Credits. Seagrave shall provide to Purchaser a total of Four Thousand Dollars (\$4,000) of non-transferable service credits, which credits may be used at any time by the Purchaser for service on the Apparatus.
5. Production Schedule. Seagrave shall commence assembly of the Apparatus within three hundred (300) days after the Amendment Effective Date. Commencing on the date that is two hundred seventy (270) days after the Amendment Effective Date, Seagrave shall provide to Purchaser a written update no less than monthly of the production sequence number and estimated delivery date of the Apparatus. From and after the date that the Apparatus enters production, such updates shall also include a summary of production status. Times for performance under this paragraph are of the essence and shall be construed as strict deadlines.
6. Effect of Amendment. This Amendment shall constitute an amendment to the Original Order Terms. To the extent of any conflict between the terms of this Amendment and the

Original Order Terms, the terms of this Amendment shall control. Except as provided in this Amendment, the Original Order Terms shall remain in full force and effect.

7. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Amendment to Order Terms as of the date first above written.

Seagrave Fire Apparatus, LLC

By: \_\_\_\_\_

Name:

Title:

West Allis Fire Department of Wisconsin

By: \_\_\_\_\_

Name:

Title: