

*COMMERCIAL EMERGENCY EQUIPMENT CO.*

## **West Elgin Fire Department**

**EQUIPMENT QUOTATION & SUPPLY CONTRACT OF ONE (1) Maxi  
Metal 3000G TANDEM AXLE TANKER**

**2024/14/05**





May 14, 2024

**Box 490, 22413 Hoskins Line  
Rodney, ON  
N0L 2C0**

**Attention:** Chief Jeff McArthur

Dear Chief McArthur,

Thank you for the opportunity to quote the supply and delivery of one (1) Maxi Metal 3000G tandem axle tanker.

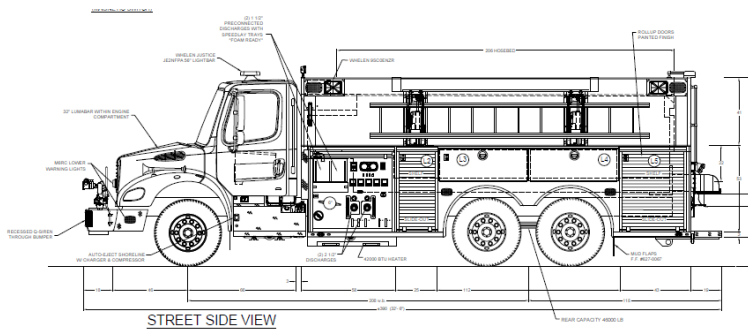
Commercial Emergency Equipment Co. (part of The Commercial Group of Companies) is Canada's largest supplier of truck mounted equipment. We've been in business since 1947 providing sales, service and parts support to our valued customers. Commercial Emergency Equipment represents the industry's leading products, Pierce Manufacturing and Maxi Fire.

Commercial Emergency Equipment has the largest service and parts network in Canada. We have five Pierce, Oshkosh and Maxi Certified locations to service and support your equipment and the largest quantity of locally stocked parts in the industry. Our onsite EVT's are experienced industry veterans and have been trained by Pierce, Oshkosh & Maxi to outfit and service your apparatus and equipment with the highest attention to detail and quality. We also offer mobile EVT service from our fleet of fully equipped service trucks, a 24-hour emergency service hotline, the best warranty support, and detailed training programs to ensure that every aspect of our customer support is the best in Canada. Together, Commercial Emergency Equipment, Pierce Manufacturing and Maxi Fire form an ideal partnership with an unmatched customer service footprint and the best fire apparatus in the world.

We are pleased to offer the following for your consideration.

## Key Points on the Maxi Metal 3000G Tandem Axle Tanker:

- Freightliner M2-112, 6x4 Tandem axle
- Detroit Diesel DD13, 450HP
- Allison 4500EVS PTO Transmission
- 64,000 Front and Rear Axles
- Darley 1000GPM Pump
- 3000USG Water Tank
- Front Bumper trash line
- Front Bumper Turret



## Delivery

Delivery for this unit is estimated at 725 days from the time of executing the purchase order. Timeline is subject to changes based on manufacturer's discretion.

Maxi Metal Canoe/Sourcwell #: 113021-MAX

West Elgin Canoe/Sourcwell #: LAS 1272

## QUOTATION

3000G Tandem Axle Tanker:

**Maxi Metal List Price:**

**\$773,941.98 CAD**

**Sourcwell Discount:**

**\$ -35,450.75 CAD**

**Selling Price:**

**\$738,491.23 CAD** plus applicable taxes

## **Payment Term Schedule:**

10% Down Payment on Body at Issuance of PO:

\$53,431.02 CAD

Cost of Chassis on Receipt at Manufacturing Facility:

\$204,181.00 CAD

Balance Due Upon Delivery:

\$480,879.21 CAD

**\*NOTE\***

- Plus Applicable Taxes
- Quote Valid until May 30, 2024
- Due to extended lead times and impending 2027 EPA standards revision, unknown product impacts based on 2027 EPA compliant engines, unknown specifications of 2027 EPA compliant engines, and not having firm product costs for 2027 EPA compliant engines, pricing of the engine is subject to change without notice. Customer shall be responsible for any engine pricing changes incurred prior to delivery of the completed apparatus.
- Due to extended lead times on commercial chassis, the final pricing and delivery timeframes are strictly an estimate. Should any additional levies be applied to the commercial chassis order by the chassis manufacturer, those levies will be communicated, and the customer will be responsible for said cost increases on delivery.
- Payment Terms: 10% deposit at time of booking, cost of chassis and aerial on receipt at manufacturing facility, balance on delivery
- FOB: Rodney, ON
- Pre-construction conference and final inspection for **one (1)** fire department representatives accompanied by one (1) Commercial Project Manager to the Pierce Manufacturing Facility
- Additional people can be added to final inspection at additional cost
- Training and Orientation on the operation, care and maintenance of the apparatus
- Parts, service and warranty are available through our local service centers and mobile service department
- Terms and conditions below

We trust the above meets with your approval.

Should you wish to proceed, please note the general conditions below and sign under order acceptance.

Yours very truly,



Adrian Butcher  
Apparatus Specialist, Fire & Emergency  
Commercial Emergency Equipment



**Commercial Truck Equipment Corp.**  
**DBA Commercial Emergency Equipment Co.**  
*(part of The Commercial Group of Companies)*

**1. APPLICATION OF GENERAL CONDITIONS.** These general conditions (the "**General Conditions**") govern the supply of goods and services by Commercial Truck Equipment Corp. ("**CTE**") unless modified or supplemented by a term expressly set out in a CTE job order ("**Job Order**"). These General Conditions, together with a Job Order and invoice, collectively form a legally binding contract between CTE and its customer ("**Customer**") (the "**Supply Contract**"). Any change to the terms of the Supply Contract must be agreed in writing by CTE.

**2. ENTIRE AGREEMENT.** The Supply Contract is the complete and entire agreement between the parties with respect to the subject matter therein. No understandings or communications between the parties, whether written or verbal, form part of the Supply Contract or will have any legal effect between the parties unless expressly agreed in writing by CTE. If Customer's purchase order is attached as a schedule to the Supply Contract, other than any technical specifications that may be set out therein, it will have no legal effect.

**3. SUPPLY OF GOODS AND SERVICES.** CTE will supply, and Customer will purchase the goods and services at the price and in accordance with the other terms and conditions of the Supply Contract

**4. DELIVERY, PICK UP AND SHIPPING.** Goods supplied by CTE and Customer equipment on which CTE services are performed will be deemed to have been delivered to Customer once CTE places such goods or Customer equipment at the disposal of Customer at a CTE branch. Upon delivery by CTE, Customer will be required to immediately pick up such goods and equipment at Customer's risk and expense. CTE may, upon Customer's request, arrange for shipping at Customer's risk and expense. Risk of loss or damage to goods and equipment will transfer to Customer once such goods and equipment are delivered to Customer at a CTE branch.

**5. PAYMENT.** Customer will pay the price of CTE's goods and services in cash on delivery by CTE. Title to goods shall remain with CTE and shall not pass to Customer until all amounts owing by Customer to CTE, including all applicable taxes, have been paid in full by Customer. If Customer does not fully pay all amounts owing when due, CTE may, without limiting its remedies under the Supply Contract and the law, (a) suspend delivery and other CTE performance until such amounts are fully paid and (b) terminate the Supply Contract.

**6. DEPOSIT.** If Customer has paid CTE a deposit on the Supply Contract price (the "Deposit") and Customer fails to complete the Supply Contract in accordance with the terms thereof (including, without limitation, failing to pick up goods and equipment and failing to fully pay all amounts when due) through no fault of CTE, CTE may terminate the Supply Contract and in such event the deposit will be absolutely forfeited to CTE on account of damages without limiting CTE's right to pursue Customer for additional damages and other remedies under the Supply Contract and the law.

**7. LIMITED WARRANTY.**

**7.1 Goods – Manufacturer's Warranty.** Goods supplied by CTE will be warranted by the manufacturer in accordance with the terms of the manufacturer's warranty (if any). CTE may, in its sole discretion and on terms acceptable to CTE, perform any warranty repair or replacement on goods covered by a manufacturer's warranty and in such event the terms of this Supply Contract (except section 7.2, unless CTE agrees in its sole discretion) will govern the warranty repair or replacement.

**7.2 Services – CTE's Limited Warranty.** CTE warrants, subject to the following limitations and conditions, that its services will be free from defects in workmanship for 90 days after service completion: (a) CTE will determine, in CTE's sole discretion, whether the workmanship is defective, (b) CTE's sole responsibility will be to repair the defective workmanship and, if necessary as determined by CTE, repair or replace a part that is damaged by the defective workmanship, at a CTE branch during its regular business hours, (c) Customer is responsible for shipping, at Customer's risk and expense, applicable equipment to and from a CTE branch for CTE's assessment and repair, (d) no further warranty is provided on any service warranty work, (e) prior to the discovery of the defect, the applicable equipment was being used and maintained properly by Customer and in accordance with CTE's and the equipment manufacturer's guidelines. All CTE service warranty work will be governed by the terms of this Supply

**7.3 No Other Warranty.** Other than the warranties expressly provided in sections 7.1 and 7.2 hereof, no other warranties, conditions, guarantees or similar obligations, whether express or implied by fact, by law, including any statute or regulation, by custom or trade usage, or by any course of dealing, including but not limited to any implied warranties or conditions of merchantability or fitness for purpose or fitness for a particular purpose, are applicable to goods and services supplied by CTE.

**8. PROPERTY/GOODS LEFT ON CTE PREMISES.** Any Customer property and CTE supplied goods left on CTE premises will be left at Customer's risk and expense and if any of the foregoing are left on CTE's premises more than 30 days after delivery at a CTE branch, CTE may store such property and goods at a third party site at Customer's risk and expense. If any Customer property and CTE supplied goods are left more than 90 days after delivery at a CTE branch, CTE may, at Customer's risk and expense, sell such property and goods, apply the proceeds of such sale to any amounts owed by Customer and hold the remaining proceeds (if any) in trust for Customer.

**9. FORCE MAJEURE.** "Force Majeure" means an event or circumstance that is beyond the reasonable control of a party and that prevents or delays that party in the performance of any of its obligations under the Supply Contract, including but not limited to a delay or failure by a subcontractor, or sub-supplier, in each case of any tier, to perform and complete their obligations in accordance with their respective contracts that is caused by an event that, if it occurred with respect to a party to this Supply Contract, would constitute Force Majeure. If a party is prevented or delayed in performing its obligations (other than a payment obligation) by Force Majeure, that party is not liable to the other party for failure to perform those obligations. The time for performance is deferred to the extent and for so long as performance is prevented or delayed and the completion, delivery and other dates contemplated under the Supply Contract shall be adjusted if necessary to accommodate the effects of Force Majeure.

**10. LIMITATIONS OF LIABILITY.** CTE is not liable to Customer under or in relation to the Supply Contract for any loss of use, loss of production, loss of profits, loss of markets, additional or incremental costs of operation, economic loss, or special, indirect or consequential loss or damage, or punitive and exemplary damages suffered or incurred by Customer, or by any third party who makes a claim against Customer for which Customer seeks recovery from CTE, whether Customer's claim, or that of the third party, is in contract, or tort, including negligence, or under any other theory of law or of equity. CTE's total liability arising out of or in relation to the Supply Contract, whether in contract, warranty, tort (including negligence), strict liability or otherwise, shall be limited to the price of the goods and services supplied under such Supply Contract.

**11. APPLICABLE LAW.** The Supply Contract shall be governed by and construed in accordance with the laws of the Province in which the Supply Contract is entered into and the laws of Canada applicable in such Province, excluding any conflict of laws principles or rules that would impose a law of another jurisdiction for the construction of the Supply Contract. The parties to the Supply Contract hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province in which the Supply Contract is entered into and all courts competent to hear appeals therefrom. The United Nations Convention on Supply Contracts for the International Sale of Goods (1980) shall not apply to the Supply Contract and is hereby excluded in its entirety.

**12. CONSORTIUMS ORDERS.** Prices are subject to change. Pricing will be determined at the time of invoicing based upon the Sourcwell contract.

**13. SUPPLIER SURCHARGES.** CTE may pass on supplier surcharges with documentation from vendor.

**14. MISCELLANEOUS.** Any additional supply or work performed by CTE in relation to the original supply of goods or services contemplated under this Supply Contract will be governed by the terms of this Supply Contract. The remedies available to CTE hereunder are in addition to any other remedy available under the law. If any provision of the Supply Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in the Supply Contract continues in full force and effect

**Order acceptance:**

*Customer acknowledges having read the conditions in this document and agrees to purchase*

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date (Year/Month/Day):** 20\_\_\_\_/\_\_\_\_/\_\_\_\_

**P/O#:** \_\_\_\_\_

*Upon completion, please return to Commercial Emergency Equipment for order processing.*