



colonialbus.com

5171 Intercoastal Court, Monrovia, MD 21770
800.66.BY.BUS (301.865.2401 ext.)

BUYER'S ORDER: 20150522.01-101

SOLD TO:		
Norman Fire Department		
Attn: Keith Nelson		
Norman	OK	

SHIP TO:		
Norman Fire Department		
Attn: Keith Nelson		
Norman	OK	

DATE:	CUSTOMER NUMBER:	DATE REQUIRED	SALES PERSON	F.O.B.	TERMS
6/10/2015		180 days ARO	Don Combs	Monrovia	Net Delivery

Vehicle Information:

1	2016	Ford	F550	20	Red		Gas
QTY:	YEAR:	CHASSIS MAKE:	MODEL:	# PASS (Exclude Driver):	COLOR:	STOCK #:	FUEL:
New	2016	Startrans	SII HD Cutaway				
TYPE:	YEAR:	BODY MAKE:	MODEL:	VIN:			
				ea @	\$111,805.00	\$	111,805.00
Dealer Processing Fee - \$300.00 - (not required by law) - WAIVED							NONE

Less - Trade:

						SALE PRICE:	\$	111,805.00
QTY:	YEAR:	CHASSIS MAKE:	MODEL:	# PASS (Exclude Driver):	COLOR:			
Used								
TYPE:	YEAR:	BODY MAKE:	MODEL:	VIN:				
				ea @	\$ -	\$	-	-

Plus - Tax, Tags & Fees:

NET TAXABLE PRICE: \$ 111,805.00

State Title Tax:	(MD Title Tax - 6%)	\$	-
Tag, Titling Fee:	(MD Temp Tag - \$25; Title Fee - \$100; Lien Fee - \$20; MD "M" Tags - \$187)	\$	25.00
Financing Document Prep Fee:	May be handled directly with lending source (pending approval)		

Less - Deposit/Down Payment:

GRAND TOTAL: \$ 111,830.00

	\$	-
Note:	BALANCE DUE:	\$ 111,830.00

Payment is due per terms above. Any amount unpaid after it becomes due shall thereafter include a finance charge of 15% per month until paid.

TERMS OF SALE

1. COLONIAL EQUIPMENT MAKES NO EXPRESS WARRANTY ON THE VEHICLE.
2. COLONIAL EQUIPMENT DOES NOT MAKE ANY IMPLIED WARRANTY ON THE VEHICLE.

(See reverse (page 2) for complete explanation and additional contract terms)

Norman Fire Department

Buyer

Signature (Buyer's Authorized Agent)

Printed Name Title Date

Colonial Equipment Company

Seller

Signature (Authorized Company Official)

Donald I. Combs President

Printed Name Title Date

TERMS OF SALE

1. *Colonial Equipment Co. makes no express warranty on the vehicle:* Buyer and Colonial Equipment Co. agree that the vehicle(s) described in this contract is sold subject only to the manufacturer's warranties, if any. Colonial Equipment Co. has not made any express warranty on the vehicle(s). Buyers will be provided with a copy of any applicable manufacturer's warranty received by Colonial Equipment Co., but Buyer acknowledges that Colonial Equipment Co. neither adopts nor is a party to any warranty.
2. *Colonial Equipment Co. does not make any implied warranty on the vehicle:* Buyer acknowledges that COLONIAL EQUIPMENT DOES NOT IMPLIEDLY WARRANT THAT THE VEHICLE(S) WILL BE MERCHANTABLE AND DOES NOT IMPLIEDLY WARRANT THAT THE VEHICLE(S) WILL BE FIT FOR ANY OF BUYER'S PARTICULAR PURPOSES.
3. *Colonial Equipment Co. will not be liable for incidental or consequential damages:* Under no circumstances shall Colonial Equipment Co. be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of use of the vehicle(s), or the cost of procuring a substitute vehicle(s) if the vehicle fails to operate.
4. *This contract is the final and entire agreement:* Unless modified in a writing signed by both parties, this contract is understood to be the complete, final, and exclusive statement of the parties' agreement. Salesmen or other representatives of Colonial Equipment Co. may have made representations, promises, or other statements concerning the vehicle prior to the signing of this contract. Buyer acknowledges that no salesmen or representative has authority to make promises or warranties on behalf of Colonial Equipment Co., that any such representations, promises, or statements are superseded by and are not part of this contract, and that, unless set forth in writing in this contract, such communications are not binding on Colonial Equipment Co. The Buyer has not entered into this contract in reliance upon any such communication.
5. *Time limit for bringing suit:* Any action brought against Colonial Equipment Co., including but not limited to any action alleging rejection or revocation of acceptance, must be brought within one year from tender of delivery of the vehicle(s) to Buyer.
6. *Allocation of risk:* This contract allocates the risk of product failure between Colonial Equipment Co. and the Buyer. This allocation is recognized by both parties and is reflected in the price of the vehicle(s). The Buyer acknowledges that he/she has read this agreement, understands it, and is bound by its terms.
7. The Maryland Automotive Warranty Enforcement Act gives you certain additional legal rights in the event that your vehicle does not conform to all applicable manufacturers' warranties during the first 24 months of ownership or 18,000 miles of the vehicles operation, whichever comes first. To preserve your rights under this law you must report the non-conformity, defect, or condition by giving written notice to the manufacturer or factory branch by Certified Mail, Return Receipt Requested.
8. Maryland law requires a dealer to receive a buyer's consent before placing an insignia on a vehicle advertising the dealer's name. Buyer hereby consents to such advertising and waives any compensation from dealer.
9. Due to the specialized nature of this vehicle and/or conversion, this contract is non-cancellable once the production or acquisition process begins.
10. Colonial Equipment anticipates that Buyer may take delivery of ordered vehicle or conversion at or near the date which may be specified on the front of this contract. Buyer acknowledges that Colonial Equipment has no control over body or chassis manufacturer(s) and that Colonial Equipment will not be liable for any delay or failure to tender vehicle on a specified date.
- ~~11. The parties further agree that any dispute arising out of their contractual relationship will be submitted to the exclusive jurisdiction of the Circuit Court for Frederick County, Maryland, and the Buyer consents to personal jurisdiction in that Court. The parties hereby waive their rights to a jury trial in any such proceedings. In any legal action which concerns or arises out of the terms of this contract, whether initiated by or against Colonial Equipment Co., Buyer shall be liable for payment of Colonial Equipment Company's attorney fees, unless it shall be expressly determined by the Court that Buyer is the prevailing party.~~

Paragraph deleted
by agreement of
parties. 4/18/24