

## AMENDMENT TO ORDER TERMS

THIS AMENDMENT TO ORDER TERMS (this "Amendment"), dated as of \_\_\_\_\_, 2022, is made by and between Seagrave Fire Apparatus, LLC, 105 East 12<sup>th</sup> Street, Clintonville, WI 54929 ("Seagrave") and Town of Hudson, New Hampshire, 39 Ferry Street, Hudson, NH 03051 ("Purchaser") and, together with Seagrave, the "Parties").

### BACKGROUND

This Amendment applies to each order, contract, agreement, instrument, term or undertaking (collectively, the "Order Terms") relating to one (1) unit(s) of Seagrave custom fire apparatus, model TB50CA Marauder II Pumper and numbered SO #78L25 (the "Apparatus"), including, without limitation, the Contract between Seagrave Fire Apparatus, LLC and Town of Hudson, New Hampshire, dated October 16, 2020. The Parties desire to enter into this Amendment to provide for a modification of the Order Terms as in effect prior to this Amendment (the "Original Order Terms").

NOW, THEREFORE, for and in consideration of the premises, the covenants contained in this Amendment and the Order Terms, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. Surcharge. The Original Order Terms are hereby amended to add a surcharge in the amount of Eighty-Nine Thousand One Hundred Sixty-Five and no/100 Dollars (\$89,165.00) (the "Surcharge") that shall be payable by Purchaser to Seagrave upon delivery and acceptance of the Apparatus and prior to the Apparatus being placed into fire service. The Surcharge shall be payable in addition to the amounts otherwise payable for approved modifications required by the Purchaser under the Original Order Terms.
2. Prepayment Discount. The Original Order Terms are hereby amended to include a recalculation of the prepayment discount to be increased a minimum of \$12,000 based on the additional time lapsed from time of prepayment to delivery (using invoice date) of the Apparatus to Purchaser.
3. Limited Warranty. The Original Order Terms are hereby amended to include the standard Seagrave Two-Year Limited Warranty for parts and labor be replaced with a Seagrave Three-Year Limited Warranty for parts and labor.
4. In-Process Inspection. The Original Order Terms are hereby amended to include accommodation for Chief Robert M. Buxton to travel to Seagrave for an In-Process Inspection of the Apparatus if delivery is delayed beyond September 1, 2022.
5. Loaner Apparatus. The Original Order Terms are hereby amended to include a Loaner Pumper Apparatus ("Loaner") be provided to Purchaser for use at no charge if the new

Apparatus is not completed and in service on or before October 30, 2022. The Loaner will be provided to Purchaser for use until the new Apparatus is accepted and placed into fire service.


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 FOLLOW]

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: Ulisses D. Parmeziani  
Title: President and CEO

**TOWN OF HUDSON, NEW HAMPSHIRE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_