



Republic EVS
16182 Gothard St, Unit V
Huntington Beach, CA 92647



Offer and Purchase Agreement for: **Fullerton Fire Department**

Seven (7) Medix Specialty Vehicles Type III RP-90 on 2025 Ford E-350 4 x 2 Gasoline Powered Chassis, Two Door Standard Cab

Quoted prices that include factory rebates are subject to change. If the rebate amount changes or becomes unavailable the difference will be invoiced to the purchaser. Chassis prices are subject to change by the OEM. If the price changes, the difference will be invoiced to the purchaser.

Large ticket items (cot hardware, radio equipment, etc.) may ship prior to construction and will be invoiced to purchaser at that time. Previously invoiced equipment costs will be deducted from the final balance.

Description	Qty	Price Each	Extended Price
Seven (7) Medix Specialty Vehicles Type III RP-90 on 2025 Ford E-350 4 x 2 Gasoline Powered Chassis, Two Door Standard Cab	7	\$193,900.16	\$1,357,301.12
Chassis VIN Number(s): To Be Determined After Production Start Date			
Tax (Based on a Rate of 7.75%)	7	\$15,027.26	\$105,190.84
DMV Fee	7	\$50.00	\$350.00
Tire Fee	7	\$12.25	\$85.75
HGAC Fee	7	\$142.86	\$1,000.00
Total Purchase Price	7	\$209,132.53	\$1,463,927.71

Date Offered: April 07, 2025

**One Million Four Hundred Sixty Three Thousand Nine Hundred Twenty Seven Dollars and Seventy Cents
\$1,463,927.71**

Offer is based on build quote and any reference drawings if applicable. Prior to ambulance construction, a final engineered build quote will be provided for customer review and approval. Any changes requested may result in additional charges.

Payment Terms: 100% of the contract payment is due at time of delivery unless otherwise specified in writing. Title for the ambulance will be delivered within fourteen (14) business days after payment has processed through the financial institution.

Delivery Terms: Delivery shall be 180 days or less after Receipt of Chassis as well as approved work order and production drawing if applicable. F.O.B. shall be Huntington Beach, CA.

Signature below represents acceptance of above contract and terms:

Fullerton Fire Department

 4/7/2025

Signature Date

Eric Levitt

Printed Name

City Manager - City of Fullerton

Title

Republic EVS

 4/7/2025

Signature Date

Garrett Adelman

Printed Name

Director of Sales

Title


**VALUED CUSTOMER
ORDER ACKNOWLEDGEMENT**

70 Weil Way, Wilmington, Ohio 45177-9371

Phone 937.382.1451 / 877.733.0911

Fax 937.382.1191 / Int'l Fax 937.382.6569

www.ferno.com

SHIP TO
CITY OF FULLERTON FIRE DEPT
312 EAST COMMONWEALTH AVE
FULLERTON CA 92832
UNITED STATES

SOLD TO
CITY OF FULLERTON
303 WEST COMMONWEALTH AVE
FULLERTON CA 92832
UNITED STATES

Order CO 357672	Page 1	Date 8/26/25
P.O. Number QUOTE 28230		P.O. Rev
Terms AR-Net 30		
Customer 1 16626100	C/S Rep SJOHNSON	Sales Rep 63 DOMINIC FRASCH
Carrier: LTL Transport Terms: Freight Charges on Items Shipping Instructions:		
IMPORTANT: THIS IS NOT AN INVOICE. Read all instructions. Acceptance of your offer is expressly conditioned on your assent to the Terms and Conditions on the face side and reverse side. Such instructions, Term and Conditions constitute the contract between the parties.		

Transaction Currency: USD US Dollar

Qty. Ordered	U/M	Item#	Description	Unit Price	Net Sales Amount
4.000	EA	0015816	POWER X2 Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location FG20AA	25,139.010	100,556.04
		1406200	OPTION SAE WITH ICS		
		1406205	OPTION LOAD FRAME O2 MOUNT		
		1406210	OPTION SX SIDEARMS		
		1406214	OPTION DIRECTIONAL WHEEL LOCKS		
		1406219	OPTION KNEE GATCH		
		1406222	OPTION FIXED BACKREST		
		1406226	OPTION 26G RESTRAINTS		
		1406230	OPTION MATTRESS		
		1406234	OPTION SINGLE BATTERY		
		1406238	OPTION IV POLE PATIENT RIGHT		
		1406243	OPTION US CHARGER CORD		
4.000	EA	0822541	STO-NET, TYPE 3 Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location	117.530	470.12
4.000	EA	0822545	KIT, PX2 PUSH/PULL HANDLE Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location FGENG	324.850	1,299.40
4.000	EA	0880205	PX2 EQUIPMENT POLE MOUNT LEFT Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location FGNEW	566.480	2,265.92
4.000	EA	0880107	15" EQUIPMENT POLE Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location FGNEW	342.370	1,369.48
4.000	EA	0822484	ENDURACHARGE BATTERY LI-ION Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location FG15AA	697.150	2,788.60
4.000	EA	0567091	POWER F2 WITH POWERDRIVE Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location	27,338.500	109,354.00
4.000	EA	0567082	ICS DC NO CHARGER Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location FGENG	75.920	303.68

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4.000	EA	0731402	TRANSCEND STAIR CHAIR W/TRX Request 10/10/25 Est Ship 12/26/39 Warehouse 1 Location FG12AA	4,309.500	17,238.00
		1406102	OPTION TELESCOPIC U-BAR		
		1406161	OPTION REAR WHEELS NO LOCKS		
		1406122	OPTION REAR FLIP-UP HANDLES		
		1406172	OPTION GUARD BAR		
		1406112	OPTION FOOT REST		
		1406181	OPTION NO ARMRESTS		
		1406151	OPTION NYLON RESTRAINTS		
3.000	EA	0015816	POWER X2 Request 1/16/26 Est Ship 12/26/39 Warehouse 1 Location FG20AA	25,139.010	75,417.03
		1406200	OPTION SAE WITH ICS		
		1406205	OPTION LOAD FRAME O2 MOUNT		
		1406210	OPTION SX SIDEARMS		
		1406214	OPTION DIRECTIONAL WHEEL LOCKS		
		1406219	OPTION KNEE GATCH		
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		1406243	OPTION US CHARGER CORD		
3.000	EA	0822541	STO-NET, TYPE 3 Request 1/16/26 Est Ship 12/26/39 Warehouse 1	117.530	352.59
3.000	EA	0822545	KIT, PX2 PUSH/PULL HANDLE Request 1/16/26 Est Ship 12/26/39 Warehouse 1 Location FGENG	324.850	974.55
3.000	EA	0880205	PX2 EQUIPMENT POLE MOUNT LEFT Request 1/16/26 Est Ship 12/26/39 Warehouse 1 Location FGNEW	566.480	1,699.44
3.000	EA	0880107	15" EQUIPMENT POLE Request 1/16/26 Est Ship 12/26/39 Warehouse 1 Location FGNEW	342.370	1,027.11

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3.000	EA	0567091	POWER F2 WITH POWERDRIVE Request 1/16/26 Est Ship 12/26/39 Warehouse 1	27,338.500	82,015.50
3.000	EA	0567082	ICS DC NO CHARGER Request 1/16/26 Est Ship 12/26/39 Warehouse 1 Location FGENG	75.920	227.76
3.000	EA	0731402	TRANSCEND STAIR CHAIR W/TRX Request 1/16/26 Est Ship 12/26/39 Warehouse 1 Location FG12AA	4,309.500	12,928.50
		1406102	OPTION TELESCOPIC U-BAR		
		1406161	OPTION REAR WHEELS NO LOCKS		
		1406122	OPTION REAR FLIP-UP HANDLES		
		1406172	OPTION GUARD BAR		
		1406112	OPTION FOOT REST		
		1406181	OPTION NO ARMRESTS		
		1406151	OPTION NYLON RESTRAINTS		
			CALIFORNIA		31,959.39

NET SALES: 412,379.17
MISC. CHARGES .00
FREIGHT: .00
TAXES: 31,959.39

TERMS DISCOUNT: .00

ORDER TOTAL:	444,338.56 USD
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THANK YOU FOR ALLOWING THE FERNO TEAM TO SERVE YOU

This is not an invoice.

SALES TERMS AND CONDITIONS

(1) **ACCEPTANCE:** THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FRONT SIDE HEREOF CONSTITUTE ALL THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND FERNO. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF FERNO THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO EFFECT. Any additional contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the goods described on the front side hereof are hereby objected to and shall be of no effect. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by Ferno at its offices in Wilmington, Ohio. No waiver or alteration of terms herein shall be binding unless in writing and signed by an executive officer of Ferno.

(2) **PRICE:** The price is stated on the face side hereof. Buyer shall reimburse Ferno for any excise, sales or use taxes or permit fees incident to this transaction for which Ferno may be liable or which Ferno is required by law to collect. Buyer also shall be responsible for the cost (and any related fees) of any modification to comply with local and state statutes, rules or building codes. A SERVICE CHARGE OF 1-1/2% PER MONTH (18% PER YEAR) OR SUCH LESSER RATE AS SHALL BE THE MAXIMUM RATE LEGALLY PERMITTED SHALL BE ADDED TO ANY PAST DUE INVOICE BALANCES UNTIL PAID IN FULL. BUYER SHALL BE LIABLE FOR ALL COSTS AND/OR EXPENSES, INCLUDING LEGAL EXPENSES AND REASONABLE ATTORNEY'S FEES, INCURRED BY FERNO IN EXERCISING ANY OF ITS RIGHTS OR REMEDIES.

(3) **DELIVERY-DELAYS:** Ferno will make every effort to adhere to the delivery schedule specified on the face hereof, but no obligation to do so is assumed. Ferno shall not be responsible or liable for any loss, damage, delay or failure to perform, in whole or in part, directly or indirectly, resulting from and/or contributed to by reason of, including but not limited too, acts of God, war, riot, embargoes, acts or requirements of governmental or military authorities, fires, floods, severe weather, accidents, quarantines, restrictions, factory conditions, strikes, delays in transportation, shortage of cars, fuel, labor or materials, or any other costs beyond the control of Ferno. Ferno shall in no event be responsible for remote, incidental or consequential damages.

(4) **DEFAULT OF BUYER:** Ferno shall not be required to proceed or continue with performance of Buyer's order while Buyer is in default under this or any other contract with Ferno. If Buyer's financial condition is found to be or becomes unsatisfactory to the Ferno during the terms of this contract, Ferno may terminate this contract and also terminate all other contracts covering sales to Buyer of Ferno's goods whether or not Buyer may otherwise be in default and no rights shall accrue to Buyer against Ferno on account of such termination period.

(5) **LIMITED WARRANTY:** Ferno products are warranted to be free from defects in material and workmanship for a period of one year, except as follows: • Ambulance Cots, Ambulance Transporters, Lift Off Stretchers and Fasteners are warranted for 2 years. • EZ-Glide® Chairs and PowerTraxx® Retrofit Kits are warranted for 2 years. • 59-E Evacuation Chairs are warranted for 15 years. • Mortuary products are warranted for 2 years. • Soft goods(webbing, vinyl, fabric, foam, etc.) are warranted for 90 days. • Batteries, Chargers and Integrated Charging Systems are warranted for 2 years. • EMS bags (replaceable bottom excluded) are warranted for lifetime replacement. • Backboards are warranted for 5 years. • Second stock and demo products are warranted for 90 days. • Welds are warranted for lifetime. • Ferno repairs are warranted for 90 days from the date of repair. • *IN|TRAXX* Wall Tracks are warranted for lifetime replacement. • *IN|TRAXX* Components are warranted for 2 years. • External finishes (gelcoat, paint, powdercoat, decals, etc.) are warranted for 90 days. This limited warranty applies only when you use and care for the product as described in the instructions provided with the product. Improper use and care may void this warranty. The warranty period begins the date the product was first purchased by you as the original end-user or the date you as the original end-user receive it if you have proof of the delivery date. This Limited Warranty is not transferable or assignable in any manner. Shipping charges are not covered by this limited warranty. Ferno is not liable for shipping damages or damages sustained through using the product. Non-Ferno products sold by Ferno retain the product manufacturer's original warranties and guarantees. Such warranties and guarantees, if any, are solely those of the product manufacturer. Ferno offers no warranties or guarantees of any kind additional to those of the product manufacturer, nor does Ferno assume any liability for products manufactured by others. **Limitation of Liability:** If a product is proven defective, Ferno will repair or replace it, or, at its option, refund the item's purchase price. In no event is Ferno liable for more than the selling price of the product. The purchaser accepts these terms in lieu of all damages. **Except for the limited warranty above, Ferno makes no other warranties, either expressed or implied. Ferno makes no implied warranties of merchantability and fitness for a particular purpose for its own product or for the products of others. In no event will Ferno be liable for any indirect or consequential damages sustained in connection with the delivery, use, or performance of its products. Under breach of limited warranty any legal action for breach of the limited warranty must be filed within one year of the date the breach is or should have been discovered. Limited Warranty Claim and Disputes Contact Ferno Customer Service promptly if you receive a product from Ferno that you suspect is defective. A representative will assist you with the claim procedure. Before sending any**

product to Ferno obtain a return authorization number from Ferno Customer Service.

Ferno-Washington, Inc.	Telephone800.733.3766 / 937.382.1451
70 Weil Way	Fax800.388.1349
Wilmington, OH 45177-9371	Emailsupport@ferno.com

(6) **COT FASTENER DISCLAIMER:** Ferno cot fasteners are designed for use only with Ferno cots. **NO WARRANTY OR REPRESENTATION IS MADE WITH RESPECT TO THE ADAPTABILITY OR SUITABILITY OF COT FASTENERS FOR USE WITH COTS (OTHER THAN FERNO COTS), AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR SUCH PURPOSES, ARE EXPRESSLY DISCLAIMED.**

(7) **NUMBERED CLAIMS:** Claims for shortages must be made within 45 days of receipt of shipment. Claims for non-receipt of shipment must be made within 20 days of proposed delivery date. If Ferno has agreed to pay any transportation charges, claims for such charges must be made within 90 days of shipping date.

(8) **RETURN POLICY:** Please report any shipment error immediately upon receipt by calling Ferno Customer Relations at 877.733.0911. If we make an error filling or shipping your order, we will gladly rectify the mistake at no cost to you. Prior to returning any merchandise, contact Ferno Customer Relations for a Return Material Authorization Number and a return shipping address, and be sure to have your invoice or packing slip available. Note: Returned merchandise must be sent freight prepaid and must be received in new and salable condition. Items returned because of customer preference are subject to a 20% restocking fee. Items that are damaged or not in 1st stock condition will be subject to a 50% restocking fee. Some goods may not be returned for credit. Such goods include sterilized items, rubber items, items more than 90 days old, and special orders.

(9) **PATENTS, TRADEMARKS, ETC.:** Buyer will protect and indemnify Ferno against all claims of infringement of patents, trademarks or other intellectual property and claims of wrongful use of designs or defective designs or trademarks or trade names. Buyer agrees the trademarks, trade names and other designations used on or in connection with products sold to Buyer are the exclusive property of Ferno. Buyer shall not use Ferno's trademarks in any manner which may dilute, impair or adversely affect said trademarks, including using the trademarks as part of Buyer's name or to identify Buyer's business in any way.

(10) **PRODUCT LIABILITY:** Buyer will protect and indemnify Ferno against all claims, including but not limited too, of product liability for custom products manufactured wholly or partially to Buyer's designs, specifications, changes or modifications. Buyer will protect and indemnify Ferno against all claims, including but not limited too, of product liability for designs, specifications, changes or modifications made by Buyer after product delivery.

(11) **SHIPMENTS:** Check shipment when received. Freight damage must be reported to carrier within 48 hours. All shipments are FOB Ferno. Accordingly, after shipment of products to carrier, all risk of damage too, loss or destruction of the product shall be borne by Buyer. Shipment may be made by the method or carrier Ferno deems most feasible.

(12) **LEGAL COMPLIANCE:** Buyer shall be solely responsible for compliance with local and state statutes, rules and regulations and building codes pertaining to the use and installation of the products.

(13) **GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Ohio and the United States of America.

(14) **COMPLETE AGREEMENT:** The terms and conditions on both sides of this document, the User's Manual, operating instructions and specifications constitute the entire contract between Buyer and Ferno, and no change or waiver of any such terms shall be effective unless in writing and signed by an officer of Ferno.

(15) **WAIVER:** Waiver by Ferno of any provision of this proposal or of Buyer's breach of any provision of this order shall not constitute a waiver of future compliance therewith, any such provisions shall remain in full force and effect. No act, conduct of failure to act of Ferno shall constitute a waiver of any provision contained herein unless such waiver is in writing and signed by an officer of Ferno.

(16) **INTERNATIONAL SALES:** Notwithstanding any provision to the contrary herein, any international sale shall be subject to the following: (a) all trade terms identified herein shall be governed by the meanings assigned in Incoterms 1990; (b) Ferno and Buyer hereby agree that the sales contract shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to the principals of conflicts of law and hereby further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the terms hereof; (c) any suit, action, or proceeding arising out of the state hereof shall be instituted by either party in the courts of the State of Ohio, Clinton County, or United States District Court for the Southern District of Ohio, Western Division, and Ferno and Buyer irrevocably and unconditionally submit and consent to the jurisdiction and venue of any such court for such purpose, and each waives any obligation it may have as to the venue of any dispute arising out of or in connection with this transaction; and (d) payment terms shall be as set forth on the cover of the invoice, with Ferno reserving at all times the right to demand a confirmed letter of credit at Buyer's full cost and expense or other security of payment in Ferno's sole discretion.

(17) **FORCE MAJEURE:** Ferno shall not be liable for any loss, damage, delay, changes in shipment, schedules or failure to deliver, whether arising in tort, contract or warranty, caused by accident, fire, strike, riot, civil commotion, embargo, failure of carrier, inability to obtain transportation facilities, foreign or local government requirements, acts of God, prior orders from customers or limitations on Ferno's or its suppliers' production, or any other causes or contingency beyond Ferno's control. In any such event, Ferno shall not be liable for any consequential, incidental or special damages to Buyer.