

**SALES AGREEMENT FOR SERVICES /WARRANTY**

**Municipal Equipment**

*Established 2006*

**ONE CALL IS ALL YOU NEED**

At Municipal Equipment, we understand that Government agencies demand more than peak performance from their vehicles. Cutting-edge safety features, impressive lighting packages, and highest quality installations all at efficient costs. Keeping our prices low and competitive are vital in today's economy, at Municipal Equipment we pride ourselves in delivering on all counts. Municipal Equipment continues its proud tradition of offering Police, Fire, and EMS Agencies a diverse portfolio of police and special service vehicles that can be relied on.

Agreement provided for \_\_\_\_\_ referencing your purchase through Municipal Equipment and/or Gentilini Motors.

Service Start Date: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Sales Orders: \_\_\_\_\_ Project # \_\_\_\_\_

**1.DESCRPTION OF SERVICES.**

- ✓ Services performed may include providing vehicles, outfitting, graphics, outfitting, storage boxes, paint modifications, tires, rims, interior trim modifications, and vehicle transportation.
- ✓ Vehicle(s) and Vehicle Outfitting. Customer provided vehicles or vehicles purchased via Gentilini Motors will be covered under this warranty for any installed parts to include parts and labor replacement by MEE.

- ✓ Graphics and color changes vinyl wraps will be offered a 5-year warranty to include accidental replacement for doors with a \$100 deductible per occurrence (graphics only). When your door wrap includes graphic installs, replacement of graphics is included.
- ✓ MEE does not warranty the actual vehicle components under this contract and will offer an additional warranty to extent your vehicle manufacturer warranty upon request. MEE does however operate as a “go between” and may offer transportation to our location for warranty or any other services needed. MEE should be your “one call” for any vehicle repairs or decommissioning.
- ✓ Repairs not covered under this warranty and without an appointment will require a 4 hour minimum charge plus parts.

**DECOMMISSIONING FEE.** \$650 at the end of service (optional). Vehicle must be brought to MEE.

- ✓ The client is purchasing either vehicle outfitting, or vehicle modifications covered under this agreement.

**CUSTOMER SUPPLIED PARTS.** MEE will install customer supplied parts. Customer supplied parts are not included in the coverage of warranty. If customer supplied parts are defective or inoperative after installation, the client will be billed at \$92.50 per hour plus the cost of administration fees for the replacement of customer supplied parts. Any additional parts that are required to make customer supplied parts operate and are not supplied will be purchased at the client’s expense.

**2.PAYMENT.** Payment shall be made as follows:

- ✓ **Municipal Equipment:** 2703 Fire Rd., Egg Harbor Twp, New Jersey 08234, upon completion of the services described in this Agreement.
- Or**
- ✓ **Gentilini Motors:** 500 John S. Penn Blvd Woodbine NJ 08270
- ✓ Due to contract terms Municipal Equipment should be funded for the outfitting of the vehicle separately.
- ✓ Due to contract terms Gentilini should be funded for the vehicle.
- ✓ If one purchase order is received, Gentilini or MEE will make the appropriate journal entries to apply those payments according to the contract terms.
- ✓ Gentilini should be funded for all vehicles. When Gentilini is funded for the vehicle and outfitting, Gentilini will fund MEE for outfitting equipment.

✓ COD N/2% Max \$100

✓ **Late payments on vehicles or outfitting will void this agreement.**

In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, MEE has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as described below under "Remedies on Default."

Only COD (check on delivery) will receive \$100 Max discount on future outfitting or products listed on our website or in MEE store.

Payment n/30 terms will commence once your vehicle is accepted.

**CLAUSE FOR CUSTOMER SUPPLIED PARTS PAYMENT.** When customer supplied parts are inoperative, payment on outfitting and vehicles is still due per contract terms and will not be the responsibility of MEE nor Gentilini Motors. All cost delays on delivery due to inoperative customer supplied parts will be at the cost of the client. Although we make every effort to install customer supplied parts, it is not always the most cost-effective installation.

**3. WARRANTIES.** MEE shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in MEE's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to MEE on similar projects. MEE is partnered with Gentilini Chevrolet and Ford. Len Polistina and/or an assignee of MEE will handle all warranties of installed equipment by MEE. All calls for any warranty will be made to MEE prior to any repairs being made on the vehicle or outfitting. MEE is a "one call" warranty center on all outfitted vehicles by MEE. MEE may agree to subcontract repairs or offer pick-up/delivery services at no charge on premium package installs.

✓ **ANY BASIC OR ECONOMY OUTFITTING SALES ARE EXCLUDED FROM THIS WARRANTY UNLESS A SEPARATE WARRANTY CONTRACT IS PURCHASED.** Any warranty concerns must contact MEE at 609-484-0555 or email [orders@upfitme.com](mailto:orders@upfitme.com).

**3a. CLARIFICATION.** MEE is NOT a new car dealer. MEE partners with Gentilini Chevrolet and Gentilini Ford for new vehicle outfitting services. Once your transaction is complete with your new car dealer, any work performed by MEE is after your new car sale. Municipal Equipment partners with Gentilini Motors for the convenience of the client. Len Polistina and/or his affiliates from time to time will handle the delivery of your new vehicles. Len Polistina is also an employee of Gentilini and able to handle your vehicle sales/warranty concerns. All vehicle warranty concerns should be addressed through Len Polistina.

- ✓ Delivery paperwork and/or documents will from time to time list 2703 Fire Rd. Egg Harbor Twp. NJ 08234 as a reference. This is the address of MEE not Gentilini Motors. There are no implied satellite locations for Gentilini. MEE completes the vehicle outfitting and in turn handles the delivery of your vehicle.
- ✓ MEE is not and does not claim to be a broker whatsoever. MEE is an outfitter similar in its performance to KERR industries and its relationship to GM and Ford.

**4. TERM.** This Agreement will remain in effect for a period of 5 years or 100,000 miles.

- ✓ Applies to premium packages only.
- ✓ Your sales agreement must include a warranty card provided b MEE with terms of agreement and reference this contract project number.
- ✓ Your card will reference the project number and remain with the vehicle at all times during the covered period.
- ✓ Your warranty card must be presented at times of service.
- ✓ Fuel and tolls are excluded from warranty repairs when picking up vehicles.
- ✓ MEE is not responsible for tolls or fuel and additional charges may apply.
- ✓ Vehicles must have a full tank of fuel when warranty pick-up is occurring.

**5. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by MEE in connection with the Services will be the exclusive property of Client. Upon request, MEE will execute all documents necessary to confirm or perfect the exclusive ownership of Client to the Work Product.

**6. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due. If for any reason your payment does not meet your contract terms either through Gentilini or MEE, this warranty agreement will be void.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement. Rule of thumb for most project completion is less than 30 days from vehicle arrival at MEE. Peak season projects may take up to 90 days.

**7. REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary

payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**8. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**9. DISPUTE RESOLUTION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. The arbitrator(s) shall not have the authority to modify any provisions of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**10. CONFIDENTIALITY.** MEE, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of MEE, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. MEE and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

**11. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, or certified email carrier ie: Adobe Sign return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for. Adobe Sign email services are the preferred communication for completing all documents.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

- ✓ Your sales order list all parts installed on your vehicle including serial numbers when applicable.
- ✓ If for any reason additional parts are needed you will be provided an additional estimate for both parts and labor on anything that is not listed in your sales order. Charge orders may be necessary for additions to original purchase order when additional parts or labor is added.
- ✓ Under no circumstances are K9 parts to be used or re-installed as “customer supplied parts” and will not be covered under this warranty.

### **CONSIDERD CUSTOMER SUPPLIED**

- ✓ Parts that are considered “customer supplied parts” may include the following. Any additional equipment that client supplies other than items listed below must be in writing and approved by Len Polistina. No exceptions.
  - Approved lightbar
  - Radar Units
  - Police radios
  - Camera systems
  - Computer Mounts

### **INSTALLATION PROCESS**

- ✓ If programming patterns are not supplied in advance your flash patterns will be determined by either your previously built vehicle by MEE or at the discretion of MEE.
- ✓ Clients are encouraged to visit and participate in vehicle outfitting details prior to delivery to ensure most efficient delivery expectations.
- ✓ Changes in location of equipment after your vehicle built is at the client’s sole expense if not determined in advance.
- ✓ It is the client’s responsibility to notify MEE the location of equipment installation in the console and other lighting locations. If not provided MEE will always defer to the manufacturer suggested location and operation of equipment installed.
- ✓ Clients are always encouraged to visit our location during installation processes and vehicle pick up to ensure the highest quality satisfaction.
- ✓ Any alterations or modifications by any vendor without approval by MEE to your outfitting completed by MEE will void this warranty.
- ✓ Any additional electrical components installed or tapped into MEE wiring could be dangerous and will void all warranties without written approval by an officer at MEE.
- ✓ Any changes to wiring or additional equipment added by any other vendors without the written approval of MEE will void warranty and will require additional chargers to repair without exception.

- ✓ MEE utilizes only the best materials to complete your vehicle outfitting. MEE also utilizes soldered wires on the exterior connections to achieve the best performance during the life of your vehicle.
- ✓ Interior connections used by MEE are shrink wrapped and completed by licensed mechanics in all circumstances.
- ✓ MEE does not sub-contract installations of equipment and performs all outfitting in-house.
- ✓ MEE may use lighting from manufacturers that have proven the highest reliability in the area where we install that item.
- ✓ Clients sales orders represent the actual items that we installed. If there is an “or equal” item that is substituted, the client will always be notified by digital form or email and receive prior approval. In the event we notify you and there is no response within 3 days MEE may make the sole discretion to change an item.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by and construed according to the laws of the State of New Jersey without reference to its conflicts of law principles.

\_\_\_\_\_  
Agency Purchasing

Municipal Equipment partner Gentilini Motors

By \_\_\_\_\_  
*Signature*

By \_\_\_\_\_  
*Signature*

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

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

\_\_\_\_\_  
*Name*                      *Date*

\_\_\_\_\_  
*Name*                      *Date*

1. \_\_\_\_ *Original purchase order if needed*
2. \_\_\_\_ *All vouchers if needed*
3. \_\_\_\_ *Delivery receipt for acceptance of vehicle for payment*
4. \_\_\_\_ *Invoicing for vehicle and/or outfitting*
5. \_\_\_\_ *GM disclosure forms*
6. \_\_\_\_ *Dealer has checked for recalls prior to delivery*
7. \_\_\_\_ *Customer has inspected vehicle for defects and accepts delivery*

Draft only