



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 1

July 29, 2025

RE: Genesee County 38' Mobile Health Clinic Sales Agreement
Quotation # QUO-07706-S2H2R8

Dear Genesee County Team,

Thank you for allowing Craftsmen Industries to quote your project. We appreciate the opportunity to bring this to life and look forward to working with you and your team every step of the way.

Please review the following Scope of Work outlined in this agreement. After review please sign, date, and provide the purchase order number (if applicable) and return to me. **Your project will begin with the signed sales agreement (or PO with reference to this agreement) and receipt of deposit, accompanied by the necessary level of project detail to begin the manufacturing process.** Upon receipt of these items, Craftsmen will assign the project management team and supply a project timeline which identifies the critical dates and responsibilities of each party. Please be advised that delays in the flow of information (per the timeline) may incur overtime charges or manufacturing delays that could ultimately affect the delivery date. We proactively try to avoid these situations by offering continual updates in situations where the required information is not available in a timely basis.

If there is a need for clarification or modification to this agreement, please notify me immediately. We look forward to building your project and bringing it to a successful conclusion. Thank you again for the opportunity.



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 2

As Sold Specifications and Scope of Work

Base Vehicle

38' 10" Winnebago shell built on a Ford F-53 Chassis, 26,000 lbs / Non CDL

Chassis / Features

38' 10" Commercial Winnebago Shell built on a Ford F-53 Chassis – Non CDL

335-HP 7.3L V8 Triton® Engine

TorqShift™ 6-speed Automatic Overdrive Transmission w/Tow/Haul, Hydro-Max

Brakes w/4-Wheel ABS

210-amp Alternator

Steel Front End Structure Designed for Engine Remova

HWH Automatic Leveling System HWH Automatic Controls

Rear Wheel Valve Stem Extensions – 22.5" Wheel Trailer Hitch

Stylized Aluminum wheels Drag Wheels

7-pin Trailer Wiring

Trailer Hitch 5,000-lb. drawbar/500-lb. maximum vertical tongue weight

General Specifications

Overall Length = 38' 10"

Interior Length = 30' 10" (behind cab)

Overall Width = 8' 5"

Interior Width = 8'

Overall Height = 12'7" (includes AC units)

Interior Height = 7' 0"

Body Openings

Battery Compartments – Coach & Chassis

Underbody Storage Compartments

Entrance Door with Window

Entrance Step (x2) - Electric and Stationary

Fuel Fill

Curbview Window

Windows - Single Pane

Body-Exterior Trim

Awning Rail

Front and Rear Bumper

Front and Rear Exterior Finish



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 3

Exterior Partial Paint
Miscellaneous Trim
Mud Flaps

Driver Passenger Area-General

Automotive Heater/Air Conditioner
Front Overhead Cab Storage
Instrument Panel
Driver Door Window
Passenger Window
Windshield with Wipers

Driver/Passenger Conveniences

Swivel Captain Chairs
Cab Sound Control Package
Convenience Tra
Driver's Cab Entry Door
Cab Window Shades, Full Coverage
Map Light
Exterior Mirrors
Motor Cover
Power Assist Steering
Driver and Passenger Seat Belts
Driver and Passenger Seat Pedestal
Driver and Passenger Trim Panel
In Dash Workstation

Driver/Passenger – Instrumentation & Accessories

Auxiliary Receptacle(s) 2
Auxiliary Start Circuit
12V Electrical Supply
Cruise Control
Defroster Fan
Dual Battery Charge Control
Gauge Cluster
Headlight Control Switch
Fog Lamps 2
Cell Phone Cradle Mount
Radio/Rearview Monitor System
Radio Antenna
Radio Power Switch



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 4

Radio Speakers
Video Camera System w/Color Monitor

Interior

Assist Bar
Carbon Monoxide Detector/Alarm
Smoke Detector/Alarm
Surface Mount Fire Extinguishers

\$182,160.00

Interior/Exterior Finishes

1. Crane gold seamless fiberglass interior parameter walls, antimicrobial
2. 12' Slide Room with divider wall
3. Laminated partition wall with swing door (back room)
4. Laminated Partition wall with accordion door (front room)
5. Rockwool, sound reducing insulation for above divider walls #2 - #4
6. Accordion wall to divide cab
7. Window with shade
8. Floor mount wheelchair lift with dedicated ADA access door.
9. 18' Dometic 9100 Power Awning w/Wind Speed Indicator.
10. Commercial vinyl, non-slip flooring.
11. Exterior TV, 55", with speakers
12. CO2 detector, smoke detector, fire extinguisher

\$91,800.00

Systems:

Generator

13. 20 kw Power Tech generator

Electrical

14. Electric cabinet with labeled circuit breakers
15. 50 AMP - Service, 80-amp charger/converter, labor, wiring
16. Transfer Switch - Automatic ATS100
17. Surge Guard - 50AMP EMS-HW50C
18. 50 AMP – 50' shore power with 50' cord
19. Batteries installed in a weather resistant basement compartment
20. 12V LED ceiling light package (8" round) controlled by work zones (x17)
21. Exterior porch lights at entrance doors (x2)
22. 110/230V - Interior duplex outlet (x14) – 4 with USB ports.
23. 110/230V - Exterior weatherproof GFI outlet



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 5

- 24. Cat6 wiring runs to workstations and monitors (x9) – what is it now?
- 25. Wiring and switch for under cabinet lighting (x4)

HVAC

- 26. Roof Mounted - (x3) 15,000 BTU – Coleman Mach 8 Roughneck
- 27. I-Wave air purifying system
- 28. Webasto air top heating system, gas
- 29. Floor mounted heating ducts (x4)
- 30. 12v, 3 speed reversible vents on ceiling w/remote & rain sensor.
- 31. Bathroom vent
- 32. Note: HVAC will be zoned with wall mounted thermostats.

Plumbing

- 33. 50 gallon tanks (x2), (1) fresh, (1) waste
- 34. Water heaters, water pump, tank monitors
- 35. Tank heating pads to keep lines from freezing in cold weather.
- 36. Plumbing drop locations x3
- 37. Half Bathroom with specimen pass-through; to include walls, door, vanity with sink, toilet and handicap assist bar. Also includes a mirror, toilet paper holder, paper towel and soap dispenser. (if applicable).

\$163,000.00

AV and Connectivity

- 38. Furnish and install (3) 24" monitors. Includes wall mounts, connected to HDMI.
- 39. Furnish and install surveillance system. Includes (4) exterior cameras and an interior monitor. Includes recording capabilities.
- 40. Furnish and install (3) Bluetooth speakers.
- 41. Furnish and install (1) HDMI extender matrix with HDR switcher & IR control. Includes (4) receivers.
- 42. Furnish and install (1) Blue-Ray player.
- 43. Furnish and install (5) short HDMI cables.
- 44. Furnish and install (5) IR cables.

\$11,140.00

Graphics

- 45. Manufacture printed 3M exterior full coverage graphics.
- 46. Install exterior full coverage graphics.
- 47. Pre-press fee for customers supplying graphics.

\$15,890.00



Interior Cabinets and Equipment

Front Exam Room

- 48. Wood and laminate workstation with 3 drawers, solid surface countertop
- 49. Wood and laminate overhead cabinets with under cabinet lighting
- 50. Physicians Stool
- 51. Wood and laminate corner sink, solid surface countertop
- 52. Paper towel holder and soap dispenser
- 53. Midmark 224 exam table
- 54. Sharps container with glove box holder
- 55. Digital scale
- 56. Vital signs cart
- 57. Welch Allyn green series 777 integrated wall system
- 58. Coat hook
- 59. Cargo control mono-points in floor

Intake and Lab Area

- 60. Lab counter with 3 drawers, undercounter medical refrigerator, solid surface countertop.
- 61. Hand wash sink in countertop with eyewash station
- 62. Soap dispenser, paper towel holder, sharps container, glove box holder
- 63. Phlebotomy / general purpose medical procedure chair
- 64. Detecto rescue series general purpose medical cart
- 65. Curtain track with privacy curtain
- 66. Two, fold up waiting seats (jump seats with seat belts)
- 67. Intake bench, solid surface countertop and staff chair
- 68. Three sets of overhead cabinets with under cabinet lighting
- 69. Handrail at entry door
- 70. Coat hook
- 71. Two, fold up waiting seats (jump seats with seat belts)
- 72. Intake bench, solid surface countertop and staff chair
- 73. Three sets of overhead cabinets with under cabinet lighting
- 74. Handrail at entry door
- 75. Coat hook

Counseling / Hearing Screening Room

- 76. Workstation with solid surface countertop and staff chair
- 77. Patient chair
- 78. Sharps container and glove box holder



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 7

- 79. Rolling equipment table
- 80. Coat hook

\$93,280.00

Set Up Upon Arrival, Test, Delivery

- 81. Receive base vehicle and set up in shop for modifications
- 82. Perform road test, weight and water test
- 83. Pack, clean and close unit
- 84. Delivery to Flint, MI
- 85. On Site Training

\$4,000.00

Extended Warranty

- 86. 7-year extended warranty through America's RV Warranty

\$8,000.00

Exclusions and Comments

1. Sales Agreement is valid for 30 days. Due to volatile raw material prices, we reserve the right to adjust the agreed upon price for material fluctuations after 30 days.
2. All information, ideas, software, processes, methods, aids, techniques, graphics, design and text produced and developed by Craftsmen Industries shall remain the sole and exclusive property of Craftsmen Industries (regardless of whether and to the extent deemed to be a "work for hire"). Any distribution of this information or production of designs is prohibited without prior written consent of Craftsmen Industries, Saint Charles, MO.

3. Does Not Include...

- a. Alarm System
 - b. Applicable taxes of 7.95%
 - c. A/V Content or content production
 - d. Computers
 - e. Computer, software programming
 - f. Customer Furnished Equipment
 - g. Graphic Design
 - h.
4. Pricing is Exworks St. Charles, MO.
 5. The Craftsmen General Terms & Conditions of Sale are incorporated as part of this Sales Agreement.



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 8

6. Includes Craftsmen Industries Standard Warranty. Warranty not valid for overseas travel.

Tentative Production Timeline

Item	Date Due
Establish Long Lead Time Items	N/A
Finalize Scope of Work Including All Final Selections	AUG 18, 2025
Received Signed Sales Agreement	AUG 25, 2025
Kick Off Meeting	SEPT 3, 2025
Begin Engineering	SEPT 17, 2025
Approval of Surface Treatments	SEPT 17, 2025
Approval of Production Drawings	SEPT 25, 2025
Receive Artwork for Graphics	FEB 25, 2026
Craftsmen Completion Date	APRIL 25, 2026
Training	EARLY MAY
Projection Departure/Ship Date	EARLY MAY

Potential Specification / Production Timing / Delivery Changes / Overtime Costs

If specification changes are requested after the project has begun, Craftsmen will do everything possible to accommodate. Changes may alter pricing and the delivery time frame. Once this Sales Agreement is mutually agreed upon and signed, Craftsmen can begin production. Craftsmen's project team will be assigned to your project within 2-3 business days of a signed agreement. Within (1) week of signature, Craftsmen will supply a revised project timeline identifying milestones, critical dates and responsibilities of each party allowing us to meet targeted manufacturing deadlines. Please be guided that delays in the delivery of information (per the timeline) may incur overtime charges, rush shipping fees or manufacturing delays that could ultimately affect the delivery date. In addition to the project timeline, we proactively try to avoid these situations by offering continual updates in situations where the required information is not available on a timely basis.

Late Artwork

Our Project Timeline will advise when graphics artwork must be provided by the customer in order to meet the Project delivery date. If the artwork is received late, not within the Project Timeline requirement, Craftsmen will still do everything possible to complete the order within the Project delivery date. This compressed timeframe may jeopardize the time required for proofs, color corrections and color matching. This may result in additional cost to complete the Project. It is understood that this cost is the responsibility of the customer.



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 9

Customer Induced Delays

Customer induced delays will be charged 1% of the final project price/value per week and will be included on the final invoice. Craftsmen will communicate any possible charges prior to the final invoice being sent. It is our hope and intent that this does not happen but delays have an impact on project start and delivery.

Delivery

Project completion is **April 25, 2026** and is contingent upon complying with all Basic Terms and Conditions of this Sales Agreement.

PROJECT PRICE	\$569,270.00
----------------------	---------------------

Basic Terms and Conditions

1. Compliance with following stipulated Payment Schedule.
2. Written acceptance of this Sales Agreement no later than August 25th, 2025.
3. Restocking fee will apply if electronic equipment ordering is cancelled from the initial Sales Agreement.
4. Adherence to Graphics Digital File Submittal Requirements (See Attachment).
5. The Craftsmen General Terms & Conditions of Sale (See Attachment) are incorporated as part of this Agreement.
6. Receipt of 100% of Project Price (including Addendums) prior to delivery.

Payment Schedule

1. 1st Progress Payment of 25% Project Price (\$142,317) due upon receipt of signed Sales Agreement.
 - a. NOTE: If 1st Progress Payment is not received on date stipulated, completion of Project may be delayed.
2. 2nd Progress Payment of 25% Project Price (\$142,318) due 12/20/2025 .
 - a. NOTE: 2nd Progress Payment must be received prior to product being released to customer.
3. 3rd Progress Payment of 50% Project Price (\$284,635) Plus Addendums due at time of delivery.



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 10

Property Release

Many of Craftsmen's customers find our promotion of their projects beneficial to their brand, their client's brand and the specific experiential tour; we therefore request your permission to release Property specific to your project. Please initial one of the following release options:

1. _____ As owner or authorized representative of the Property, I give and assign permission to Craftsmen Industries to utilize photographic and video content of the Property and written communication regarding the Property after completion of build or the date of _____ in any media for advertising, promotion, and marketing purposes.
 - a. _____ I require editorial rights of the written and visual communication before release.
2. DL _____ As owner or authorized representative of the Property, I give and assign permission to Craftsmen Industries to utilize photographic and video content of the Property and written communication regarding the Property before, during and after completion of build in any media for advertising, promotion, and marketing purposes.
 - a. DL _____ I require editorial rights of the written and visual communication before release.
3. _____ As owner or authorized representative of the Property, I do not give permission to Craftsmen Industries to utilize photographic and video content of the Property and written communication regarding the Property at any time in any media for advertising, promotion, or marketing purposes.

Sincerely,

Natalie Marchbanks
Account Executive
Direct: 636-940-5863
nmarchbanks@craftsmenind.com

Accepted by: Delrico Loyd
Delrico Loyd (Sep 24, 2025 14:58:09 EDT)

Company: Genesee County, Michigan

P O # _____

Date: Sept 24, 2025



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 11

CRAFTSMEN INDUSTRIES, INC.

GENERAL TERMS AND CONDITIONS OF SALE

1. Purchase and Governing Provisions. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the products and services which make up the Scope of Work described on Sales Agreement, subject to the terms and conditions set forth herein. This Agreement and these terms and conditions, along with any Exhibits and Addendum attached hereto and expressly made a part hereof, constitute the entire agreement between Seller and Buyer, superseding all prior oral or written agreements, communications, negotiations, purchase orders, acknowledgements or other forms relating to the Scope of Work. No changes to this Agreement may be made without the prior written consent of both parties executed as an Addendum to this Agreement. No modifications to this Agreement may be made through terms and conditions contained in other documents, including, but not limited to, purchase orders, order acknowledgements, packing slips, and invoices. This Agreement and these terms and conditions shall be governed and construed according to the laws of the State of Missouri, without reference to principles of conflicts of laws.

2. Warranty. Seller warrants the Equipment against defects in title and against defects in materials and workmanship, under normal use and proper maintenance, for a period of one (1) year following delivery. All reasonable packaging and transportation costs shall be borne by Seller. The following events shall render this warranty null and void: (a) any alteration or modification of the Equipment by any person other than Seller, without the prior written consent of Seller; (b) the installation of the Equipment in an improper manner, unless so done under the supervision of an employee or agent of Seller; or (c) the use or installation of the Equipment in combination with equipment not approved by Seller.

SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OTHER THAN THAT SET FORTH IN THE ABOVE PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS EXPRESSLY SET FORTH IN AN ATTACHMENT HERETO. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM A DEFECT IN THE EQUIPMENT OR NONCONFORMITY IN THE SELLER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF THE EQUIPMENT.

3. Delivery and Delay. Delivery of Products to a carrier at Seller's facilities or other loading point shall constitute delivery to Buyer. Seller shall not be liable for any damage as a result of any delay due to any



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 12

cause beyond Seller's reasonable control, including but not by way of limitation any act of God, embargo or other governmental act, regulation or request, fire, flood, accident, sabotage, strike, slow down, war, riot, act of terror, delay in transportation, delayed delivery by supplier, inability to obtain necessary labor and materials, and act or omission of Buyer, including, without limitation, delay in providing technical information, drawing approval and other documentation to Seller. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of delay, plus the delay reasonably incident to the resumption of normal work.

4. Storage. If the fabrication or shipment of the Products is delayed by causes within Buyer's control or that affect Buyer's ability to receive the Products or at Buyer's request, Seller may, at Seller's sole discretion, (i) place the Products in storage at Buyer's risk and Buyer shall pay storage charges at the prevailing commercial rates upon submission of invoices therefore; or (ii) in the event that the Products cannot be removed from the fabrication area for storage, Seller may hold the Products in its fabrication area at Buyer's risk and Buyer shall reimburse Seller for all costs incurred due to a resulting delay in fabrication schedule.

5. Price. Payment is due in accordance with the terms outlined in Sales Agreement and shall be made in U.S. dollars. If delivery is delayed by Buyer, date of notice of readiness for delivery shall be deemed to be date of delivery for invoice purposes. On late payments, the unpaid balance shall, without prejudice to Seller's right to immediate payment, be increased by one and one-half percent (1 ½%) per month, not to exceed the maximum permitted by law. If Seller engages counsel in respect of any late payment or default, Buyer agrees to pay, in addition to the balance then due and owing, reasonable attorneys' fees and all costs of collection.

6. Taxes and Other Charges. Any applicable sales tax assessed in connection with the Products will be added to the price and invoiced accordingly.

7. Patents, Trademarks and Copyrights.

(a) Seller will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any U.S. patent, trademark or copyright relating to any Products fabricated by Seller hereunder, if such alleged infringement consists of the use of such Products, or parts thereof, in Buyer's business and, provided Buyer shall have made all payments then due hereunder, shall have given Seller immediate notice in writing of any such suit, transmitted to Seller upon receipt of all processes and papers served upon Buyer, permitted Seller through its counsel, either in the name of Buyer or in the name of Seller, to defend the same and given all needed information, assistance and authority to enable Seller to do so. If such Products are held to infringe any valid U.S. patent, trademark or copyright, then: (i) Seller will pay any final award of damages in such suit attributable to such



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 13

infringement, and (ii) if in such suit use of such Products by Buyer is permanently enjoined by reason of such infringement, Seller shall, at its own expense and at its sole option, either (A) procure for Buyer the right to continued use of the Products, (B) modify the Products to render it non-infringing, (C) replace the Products with non-infringing goods, or (D) refund the purchase price and the transportation costs paid by Buyer for the Products, less an allowance for use and ordinary wear and tear equal to ten percent (10%) of the purchase price multiplied by the number of years that the Products has been utilized by Buyer, pro-rated for any partial year of use.

Notwithstanding the foregoing, Seller shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the Products in combination with other goods or other materials not furnished by Seller. The foregoing states the entire liability of Seller for infringement, and in no event shall Seller be liable for consequential damages attributable to infringement nor any alleged infringement of products fabricated by third parties and supplied hereunder. (b) Buyer shall defend and hold Seller harmless from any claim made against Seller or its suppliers that the fabrication or sale of products supplied constitutes infringement of any U.S. patent, trademark or copyright, if such Products were fabricated pursuant to Buyer's designs, specifications, processes and/or formulas, provided Seller promptly notifies Buyer in writing of the claim and gives Buyer full authority, information and assistance (at Buyer's expense) for the defense of same.

8. Termination by Buyer. This Agreement may be terminated by Buyer, in whole or in part, at any time by providing written notice of termination to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the price of this Agreement for all goods which had been completed in accordance with this Agreement, including all goods purchased by Seller from third parties for this Agreement; and (b) all expenses or costs incurred by Seller in accordance with this Agreement, including without limitation, labor, engineering and material costs allocable to the terminated portion of this Agreement and restocking fees charged by vendors for the return of components of canceled Products, plus an average margin to cover general overhead costs and administrative expenses incurred by Seller due solely to Buyer's early termination. Seller shall transfer to Buyer all completed Products fabricated by Seller or received from subcontractors pursuant to this Agreement. Seller agrees to use commercially reasonable efforts to minimize cost or expense charged to Buyer under this paragraph.

9. Compliance with Laws.

(a) Seller will comply with all laws applicable to Seller in fabricating and delivering the Products F.O.B. Seller's facilities. Compliance with any federal, state or local laws and regulations, including but not limited to OSHA, Fair Labor Standards Act, building or electrical codes, during any operation or use of the Products is the sole responsibility of Buyer. Buyer acknowledges that it is Buyer's responsibility to provide proper safety devices and equipment for the particular application or use intended by Buyer so as to protect the operator and others from harm. (b) Buyer acknowledges that the Products may be

subject to certain import and/or export control laws, regulations and other directives of the United States and various other countries (collectively, the "Import and Export Laws"). To the extent such Import and Export Laws are applicable, Buyer represents and warrants that it will comply fully with all applicable Import and Export Laws when locating and/or reselling and relocating the Products, including any provisions relating to reporting or disclosure requirements. Buyer acknowledges and agrees that (i) it is solely responsible for obtaining appropriate legal advice related to its compliance with the Import and Export Laws and/or the applicability of the Import and Export Laws to any particular transaction involving the Products, (ii) Seller has no responsibility or liability for the compliance of this transaction or any other transaction involving the Products with any Import and Export Laws, and (iii) Buyer shall indemnify and hold Seller harmless from

any and all claims, actions, demands, causes of actions, damages, expenses and liabilities which Seller may incur from Buyer's violation of any Import and Export Laws in any way related to the Products.

10. General indemnity; liability and limitations. Buyer shall hold harmless and indemnify Seller from any loss or liability for injury or death to third parties, or third party property damage, which arises out of, and is directly caused by the acts of Buyer, its officer's, agents or employees, or is caused by the improper use of the Equipment supplied by Seller.

Seller shall in no event be liable for any consequential, incidental, punitive or special damages in any action or claim brought pursuant to or in connection with this Contract. Any action by Buyer arising hereunder or relating hereto must be commenced within three (3) months after Buyer has, or should have had, knowledge of the cause of action, and in no event shall an action be brought after six (6) months from the date of the events giving rise to the cause of action.

11. Waiver. The parties shall not be deemed to have waived any of their rights, powers, or remedies under this Agreement, or at law or in equity unless such waiver is in writing and is executed. No delay or omission by the parties in exercising any right, power, or remedy shall operate as a waiver thereof or of any other right, power, or remedy. No waiver by the parties of any default shall operate as a waiver of any other default, or of the same default or another occasion.

12. Intellectual Property Rights and Confidentiality. All sketches, models, samples, ideas, software, processes, methods, aids, techniques, graphics, designs, writings, and text produced or developed by Seller, including any and all goods, creative materials, plans, specifications, inventions, improvements, discoveries and other materials, data or documents prepared, purchased, conceived, made or furnished by Seller on Buyer's account in connection with the Products ("Seller Intellectual Property"), shall be and remain the sole and exclusive property of Seller, and shall be treated as confidential information by Buyer, regardless of whether developed for Buyer, unless the Seller has in writing indicated a contrary



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 15

intent. No use or disclosure of Seller Intellectual Property shall be made without the express written consent of the Seller, which consent may be granted or withheld in Seller's sole discretion. The Products shall not be deemed "works made for hire" as defined under the U.S. Copyright Act of 1976. Seller grants a royalty free, irrevocable, non-exclusive, worldwide license to any patent rights in the Products, provided that Buyer's use is limited to Buyer and its affiliates to use, operate and maintain the Products supplied under this Agreement. Provided, however, that Buyer shall have no right to use the Products or the Seller Intellectual Property to develop or fabricate any other product, or complete the fabrication of the Product themselves, or in conjunction with another company or contractor.

13. Separability. If any provisions of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of this Agreement.

14. Assignability. Buyer may not assign this Agreement without Seller's prior written consent.

15. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, including claims for equitable relief and requests for interim measures, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with its rules in effect on the date of this Agreement. The venue for such arbitration shall be St. Louis, Missouri. The arbitrator(s) shall have all powers both in law and in equity which would be available to a court having jurisdiction over the parties and the subject matter of the dispute. Judgment upon an award may be entered in any court having jurisdiction.

CERTIFICATE OF WARRANTY

Seller warrants to the Purchaser that, for a period of (1) year from the date of purchase, the product will be free from defects in material and workmanship, provided that the product (i) is operated only for normal commercial use, (ii) is periodically serviced in accordance with ordinary commercial standards, (iii) is used to carry loads not exceeding the manufacturer's rated capacity, and (iv) is loaded with the weight equally distributed.



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 16

“Normal commercial use” means use of the product (i) in a manner and for the purpose for which it was designed and purchased, (ii) with gross vehicle weight rating (GVWR) as specified on the vehicle’s identification plate and (iii) with commercial loads properly attached and not causing any strains on the product greater than those experienced while operated lawfully and in accordance with all of the manufacturer’s specifications and limitations. “Normal commercial use” shall NOT include use with loads that are chemically incompatible with any of the materials of which the product is constructed.

The following events will render this warranty null and void: (a) any alteration or modification of the product by any person other than Seller, without the prior written consent of Seller; (b) the installation or use of the product in an improper manner, unless so done under the supervision of an employee or agent of Seller; or (c) the use or installation of the products in combination with products or equipment not approved by Seller.

Seller neither expresses nor implies any warranty at all with respect to:

- (1) any product once no longer owned by the Purchaser;
- (2) any product sold which, after its purchase from the Seller is repaired or altered without consent of the method used;
- (3) any parts or materials used in the product, which wear out and require replacement within the warranty period specified above. Such parts or material include (but are not limited to) brake drums, brake linings, brake actuation components, oil seals, bearings, paint, tires, and electrical components;
- (4) parts or accessories manufactured by others which are incorporated as a result of the General Specifications. Those parts and accessories may carry warranties of their respective manufacturers. Seller will supply the Purchaser with any information it possesses concerning the warranties on parts and accessories and the identity and location of their respective manufacturers. However, Seller does not express or imply that any parts and accessories meet or will meet the expressed or implied warranties of their respective manufacturers or of any other person with respect to the parts and accessories;
- (5) tires, axles, suspensions, cylinders, wheels, generators, air conditioners, heaters, various appliances, hydraulic systems, landing gear, hubs and drums and all other components that are warranted by their respective manufactures.

THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED BY LAW OR OTHERWISE. SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OTHER THAN AS SET FORTH ABOVE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF



Quotation: QUO-07706-S2H2R8
Genesee County
Genesee County 38' Mobile Health Clinic

Sales Agreement & Terms
July 29, 2025
Rev: 0 Page | 17

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY SET FORTH IN AN ATTACHMENT HERETO. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM A DEFECT IN THE PRODUCT OR NONCONFORMITY IN THE SELLER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF THE PRODUCT. IN NO EVENT SHALL PURCHASER RECOVER DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. IT SHALL BE A CONDITION OF SUCH RECOVERY THAT PURCHASER RETURN THE PRODUCT TO SELLER. PURCHASER HEREBY WAIVES ANY AND ALL RIGHT TO DAMAGES IN THE EVENT THAT PURCHASER ELECTS TO REJECT THE PRODUCT OR REVOKE ACCEPTANCE THEREOF.

Genesee County 38' Mobile Clinic Sales Agreement 07-29-25

Final Audit Report

2025-09-24

Created:	2025-09-23
By:	LaToya Jenkins (ljenkins@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkqGgkaksH9K2BWZZuZJWS2puc7xHnE93

"Genesee County 38' Mobile Clinic Sales Agreement 07-29-25" History

-  Document created by LaToya Jenkins (ljenkins@geneseecountymi.gov)
2025-09-23 - 8:37:31 PM GMT
-  Document emailed to Delrico Loyd (dloyd@geneseecountymi.gov) for signature
2025-09-23 - 8:37:34 PM GMT
-  Email viewed by Delrico Loyd (dloyd@geneseecountymi.gov)
2025-09-24 - 6:57:40 PM GMT
-  Document e-signed by Delrico Loyd (dloyd@geneseecountymi.gov)
Signature Date: 2025-09-24 - 6:58:09 PM GMT - Time Source: server
-  Agreement completed.
2025-09-24 - 6:58:09 PM GMT

