

**DELIVERY CONCEPTS, INC.**

Quotation

29301 CR20
 Elkhart IN 46517
 Phone 858- 675-9500 Corp 800-654-1857
jay.crawley@deliveryconcepts.com

DATE 03/14/22
Quotation # 152
Sales Rep Jay Crawley

Custom Built For:
 Lyon County Human Services
 Tiffany Mazza
 1075 Pyramid Street
 Silver Springs NV 89429
 Phone (775) 577-5009
 Fax
 Email

Deliver To:
 Fallon Auto Mall

Quotation valid until: 07/12/22
Prepared by: JFC

OEM Bumper and Bed Credit of \$950 Included

Comments or special instructions: DCI to approve chassis specs before order is approved.

Qty	Make	Model	Color	Details	AMOUNT
1	2022-23 Chevy	1500	White	See dealer sheet	\$ -
1	DCI	6 Series WB	White	30% @180F/ 70% 35F	17,249.00

Body Price Includes: DCI holding oven, DCI Refrigeration system, In-Cab Digital Control Unit
 Seamless fiberglass body with marine grade gel coat-6ft length, DCI Fuse Panel In-Cab

Qty	Description	AMOUNT
1	Oven Catering Rack Package Accomodates Sheet and/or Hotel Pans	\$ 491.00
1	Refrigeration Rack Package Includes Stainless Steel Liner w/ 2 floor drains	\$ 222.00
3	Stainless Steel Racks - 37"x37"	\$ 510.00
4	Stainless Steel Locking Handles (One per door - One key operates all 4 body doors)	INC
1	Supplemental Suspension/Spring Package	795.00
1	Mount and Drive Package -Refrigeration	1,047.00
1	Back-Up Alarm w/Sensors	305.00
1	Stainless Steel Door Guard Package	95.00
1	HD Bumper Package	662.00
5	37" Stainless Steel Baskets	505.00
1	Re-Install OEM Backup Camera	176.00
	Freight is Quoted Based on Today's Pricing; May Be Updated Upon Completion	
ONEWAY FLATBED FREIGHT		2,400.00
THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS		TOTAL \$ 24,457.00

REMARKS: NOT BINDING UNTIL ACCEPTED BY DELIVERY CONCEPTS, INC. OR IT'S DESIGNATED REPRESENTATIVE.
 NO VERBAL AGREEMENTS ACCEPTED. SALE AND DELIVERY SUBJECT TO FINAL FINANCE APPROVAL. NO PUBLIC LIABILITY OR
 PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED. REFER TO RETAIL INSTALLMENT
 CONTRACT FOR CREDIT DETAILS. I AM OF LEGAL AGE AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.



DELIVERY CONCEPTS, INC.

Quotation

Terms & Conditions of Sale

1. A signed copy of the sales quote & nonrefundable deposit, if applicable, are required to place an order. Payment of the final nonrefundable balance, including Indiana State sales tax, must be received after final inspection and test drive, if desired, but prior to the trailer/truck being released from the construction facility located in Elkhart and Osceola, Indiana (the "facility").
2. All sales are final. The Buyer understands upon release of the vehicle, it will not under any circumstances be entitled to return the vehicle or receive any refund or credit.
3. Unless stated otherwise all pre-owned vehicles are sold "AS IS", and Delivery Concepts, Inc. does not in any way, expressly or impliedly, give any warranties to Buyer. Delivery Concepts, Inc. expressly disclaims any implied warranties of merchantability of fitness for a particular purpose.
4. Upon execution of the sales quote and approval of the final drawings, or shortly thereafter, Delivery Concepts, Inc. shall provide Buyer an initial projected availability date for the truck. Delivery Concepts, Inc. shall not be responsible for any direct, indirect, or consequential damages, including lost revenue that may be caused by a delay in the availability of the vehicle from the initial projected availability date.
5. Delivery Concepts, Inc. shall also notify Buyer immediately prior to or upon completion of the vehicle of the actual availability date and Buyer shall have 10 days from the actual availability date to retrieve the vehicle. Delivery Concepts, Inc. shall not be responsible for any direct, indirect, or consequential damages, including lost revenue that may be caused by a delay in the availability of the vehicle, passed to the Buyer.
6. If Buyer fails to retrieve the vehicle within 10 days of the actual availability date, Buyer agrees to pay \$250 per day storage fee after said 10 days. If Buyer fails to retrieve the vehicle within 30 days of the actual availability date, Delivery Concepts, Inc. shall be permitted to file a mechanics lien to secure payment. If Buyer fails to retrieve the vehicle within 180 days of the actual availability date, in addition to any other remedies available at law, Delivery Concepts, Inc. reserves the right without giving any further notice, to modify the vehicle and resell the vehicle to a third party and not refund to the Buyer any monies, including the down payment.
7. Delivery Concepts, Inc. may photograph Buyer's vehicle during and after construction and has the permission to use all photo/video for any purpose at its discretion.
8. Buyer is required to be knowledgeable of and/or supply to Delivery Concepts, Inc. any necessary health/fire/mechanical code requirements for the applicable municipality, county or state for the construction of the vehicle. Delivery Concepts, Inc. is not in any way responsible for obtaining, maintaining or ensuring that the information provided regarding the health/fire/mechanical code requirements is accurate. Therefore, the failure by Delivery Concepts, Inc. to ensure that this information is correct is not a breach of this agreement and cannot be asserted by Buyer or any third party as a basis for a cause of action against Delivery Concepts, Inc.
9. All goods shipped are Free on Board (F.O.B.) Delivery Concepts, Inc. (unless specifically noted otherwise on the quote). Title to goods covered hereby shall vest in the buyer upon delivery or tender thereof by Delivery Concepts, Inc. to buyer, buyer agent or any carrier for shipment to buyer, whichever occurs first. Risk of loss shall shift with title of goods.
10. Prices stated hereon shall remain firm for a period of ninety days from the date hereof (unless otherwise provided on quote), contingent upon (i) Delivery Concepts, Inc. receipt of acceptance within thirty days hereof; (ii) receipt of the chassis required to produce the Goods within ninety days hereof; and (iii) receipt of full payment within ninety days hereof. If any of the foregoing three conditions are not timely met, Delivery Concepts, Inc. may adjust prices upward based upon the increase in prices charged to Delivery Concepts, Inc. by its suppliers as of the date of Delivery Concepts, Inc. receipt of the chassis necessary to manufacture the goods.
11. On new vehicles, Delivery Concepts, Inc. offers at no additional cost a two-year warranty from the actual availability date on the materials and craftsmanship specifically provided by Delivery Concepts, Inc. This warranty is subject to the standard exceptions such as misuse, negligence, and accidents. For the life of the warranty, Buyer may receive repair service for such materials and craftsmanship from any of the repair shops authorized by Delivery Concepts, Inc. Any repair must be pre-approved before repairs are started in order to receive reimbursement under the warranty. Please keep in mind that not all repairs are the responsibility of Delivery Concepts, Inc. All equipment on the vehicle has a manufacturers' warranty which includes parts and labor for a limited duration and under certain circumstances. In no event shall Delivery Concepts, Inc. be responsible for any and all expenses incurred regarding transporting to and/or retrieving the vehicle from the facility performing the repairs. Buyer shall be responsible for any and all expenses incurred regarding transporting to and/or retrieving the vehicle from the facility performing the repairs.
12. While the goods are in Buyer's care, custody, and control, Buyer shall indemnify, save harmless and defend Delivery Concept's from and against any and all claims, losses, damages, costs and expenses, including reasonable attorney fees, arising from or related to any claim for personal injury, death, or property damage resulting from Buyer's failure to properly maintain the product pursuant to manufacturer's instructions contained in Delivery Concepts, Inc.'s Owner's Manual.

13. Goods sold hereunder shall be subject to Delivery Concepts, Inc. standard manufacturing variations, tolerances, and classifications. Where overall specifications are based on truck specifications supplied by Buyer or truck manufacturer, Delivery Concepts, Inc. will not be responsible for deviations in overall specifications if caused by deviation of truck specifications from information supplied.
14. Orders subsequent to and which supplement or add to an original order will become part of the original order upon acceptance by both Buyer and Delivery Concepts, Inc. Prices for additions will be governed by the price of time and materials necessary to affect
15. Delivery Concepts, Inc. reserves the right to make corrections in typographical or arithmetical errors.
16. Delivery Concepts, Inc. shall not be liable for any delay in delivery due to fuel or other energy shortage, fires, floods, strikes or other labor disputes, accidents to machinery, equipment breakdown, volume of business, inability to secure raw materials, acts of sabotage, riots, precedents or priorities granted at the request or for the benefit, directly or indirectly, of the federal or any state government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions or other controls imposed by federal or state legislation or rules or regulations thereunder, executive proclamations by any authorized federal or state officer, or any other cause beyond Delivery Concepts, Inc.'s control.
17. All proposals, negotiations, and representations, if any, regarding the transaction or series of transactions evidenced hereby and made prior to or on the date hereof are deemed to be merged herein. These standard terms and conditions shall be deemed to embody all of the terms, conditions and other expectations of both Delivery Concepts, Inc. and the Buyer with respect to the transaction or series of transactions evidenced hereby. No evidence of any prior or contemporaneous course of dealings or course of performance between Delivery Concepts, Inc. and the Buyer shall be admissible to supplement, explain or contradict any term herein.
18. Neither this writing nor any provision hereof may be amended, modified, waived, discharged, terminated, or rescinded orally or by course of performance, course of dealing or usage of trade, but only an instrument in writing executed by the party against which enforcement of the amendment, modification, waiver, discharge, termination or rescission is sought, may do so. No waiver of any provision hereof or of any right otherwise conferred by law shall affect the waiving party's capacity to respond to any other similar contemporaneous or future breach.
19. Delivery Concepts, Inc. shall not be liable to the Buyer for any loss of profits, indirect, special, and/or consequential damages arising out of any breach of its obligations and/or warranties under this Agreement.
20. Buyer hereby agrees to reimburse Delivery Concepts, Inc. for all costs and expenses (including reasonable attorney's fees) incurred by Delivery Concepts, Inc. in connection with any legal proceeding commenced hereunder or otherwise arising out of this agreement for recovery of goods sold or for collection of monies due hereunder.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana ["State"] without giving effect to the choice of law principles of the State. Buyer agrees that the courts of the State of Indiana, Elkhart County and the United States District Court shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Sales Agreement, any agreement between the parties or otherwise between the parties. Buyer expressly submits and consents in advance to such jurisdiction in any action or proceeding in such courts, and agrees that venue will be proper in such courts for all such matters. If any action or proceeding is brought by Delivery Concepts, Inc. against Buyer hereunder and Buyer is not otherwise subject to service of the process in the State of Indiana, Buyer agrees to and does hereby irrevocably appoint the Secretary of State of Indiana as Buyer's agent for the acceptance of service of process therein and a copy of such process shall be mailed by Delivery Concepts, Inc to Buyer at Buyer's last known address.
22. The provisions of this writing shall be severable so that the invalidity, unenforceability or waiver of any of them shall not affect the remaining provisions herein.
23. Upon timely execution by Buyer, this proposal becomes a binding agreement between Delivery Concepts, Inc. and Buyer, which agreement is governed by Indiana law. The parties agree that any action brought by either party shall be commenced in Elkhart County, Indiana and both parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

Sales Signature

Buyer Signature

Date

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS