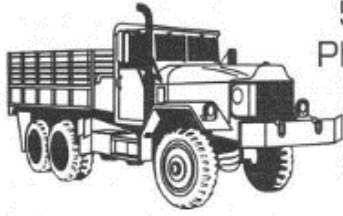


EASTERN SURPLUS & EQUIPMENT CO.



5825 Tacony Street • Philadelphia, PA 19135
Phone: (215) 332-0500 • Fax: (215) 992-7909

WWW.EASTERNSURPLUS.NET



DISCLAIMER

The vehicle(s) and / or any services or products provided by the Company are provided to you strictly at your sole risk, on a when available basis. Eastern Surplus hereby disclaims all express or implied warranties of title, merchantability and fitness for any particular purpose, relating to your use purchase of any vehicles, products or services offered by the Company. At no time will the Company be liable to you for special, indirect, incidental, liquidated or consequential damages whatsoever, including but not limited to, costs incurred for service calls, towing, or vehicle downtime, loss of business or profits, and damages arising from operation or use of the vehicle and/or product or service, which may cause serious injury or death. The Company will not be liable to you for any delay in the delivery, Modification (as defined below), installation or use of the vehicles, products, as well as the service life of the products, vehicles, performance, applicability for the use intended, proper installation, or the accuracy of information provided.

You, as the purchaser, of this vehicle, acknowledge that proper service and repair procedures are vital to the safe, reliable operation of all motor vehicles as well as the personal safety of those performing the repairs. You further acknowledge that standard safety procedures and precautions (including use of safety goggles and proper tools and equipment) should be followed at all times to eliminate the possibility of personal injury or improper service which could damage the vehicle or products or compromise their safety.

The vehicles and products sold by the Company are used. Vehicles sold by the Company may have also been rebuilt or modified. These modifications may include, but are not limited to additions of power steering, modifications to the suspension, replacement tires and wheels and changes to the frame length and vehicle configuration (individually and/or collectively, hereafter referred to as a "Modification(s)"). Operation and use of these vehicles and/or products may be dangerous in nature. You, as the purchaser of the vehicle, acknowledge these warnings and appreciate the possible dangers this vehicle could cause to you and others and, by executing this agreement, you, as the purchaser, understand and assume all responsibility in the operation and proper maintenance of the vehicle. You further agree to waive any and all causes of action against the Company and/or any employee and/or officer of the Company resulting from your use and operation of the vehicle(s) .

The Company does not guarantee:

1. Modifications;
2. Odometer and speedometer readings or discrepancies;
3. Frame damage whether current or previous or related to Modifications;
4. Modified, salvage or rebuilt vehicles and products, and/or titles whether current or previous;
5. Water, fire or theft damage to vehicles and products;
6. Vehicle condition or product condition as described by the Company; and
7. Authenticity or history of the vehicles or products.

Any, and/or all statements and text pertaining to any vehicle or product for sale or sold IS NOT guaranteed accurate and WILL NOT guarantee the authenticity or history of the vehicles and/or products. THERE ARE NO RETURNS AND ALL SALES ARE FINAL.

You have the right to inspect vehicles at any reasonable place and time and in a reasonable manner before the payment for, or acceptance of, the vehicle at your own expense. You assume all responsibility as to road worthiness of vehicles or products purchased, whether unmodified or modified with Modifications, and the condition of the vehicles or products purchased.

Indemnification

You, as the purchaser of any vehicle, part or product, agree to indemnify, save and hold harmless and defend the Company, their subsidiaries and affiliated companies, each of the respective officers, directors, agents, servants, and employees from and against any and all liabilities, damages, losses, suits, claims judgment, costs, and expense, including attorneys' fees, arising directly or indirectly out of or in connection with any vehicle, part or product, its sale, use, operation, maintenance, manufacture, selection, delivery, possession, modification, including but not limited to claims for personal injury to any person(s) including your employees and any of your invitees, and property damage to the vehicle or to other property, whether caused in whole or in part by any negligent acts of the Company, or anyone directly or indirectly employed by them.

In claims against the Company and/or any person indemnified hereunder, this agreement by an employee of the purchaser, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited by the provisions of any worker's compensation act or similar statute or law. You, as purchaser of any vehicle, waive any and all defenses you may have under any worker's compensation act or similar statute or law with respect to claims for indemnification arising out of any injuries and claims mentioned above.

This signature shall serve to acknowledge inspection and acceptance of the above listed vehicle.

Date: 9/1/21

City of Hollywood/Hollywood Fire Rescue & Beach Safety Dept
Customer Company Name (if applicable)

For Customer (Signature)

For Customer (Print Name)



For Eastern Surplus (Signature)

Steven Lever

For Eastern Surplus (Print Name)