



# Puck LLC Sales Agreement

This Sales Agreement for Products (this “Agreement”) is made effective as of 8/28/2025 (the “Effective Date”) by and between City of Alameda, a municipal corporation, of 1300 Park St, Alameda, CA 94501 henceforth referred to as the “Buyer”) and Puck LLC, Inc., an Iowa corporation of 1110 100<sup>th</sup> St, Manning, IA 51455 (henceforth referred to as the “Seller”).

## 1. ITEMS PURCHASED.

The Seller agrees to sell to the Buyer, and the Buyer agrees to buy, the following products (the “Goods”) in accordance with the terms and conditions of this Agreement:

See Exhibit A

## 2. PRODUCT STANDARDS.

The Goods shall comply with the Seller’s signed and dated quotation and incorporated into this Agreement by this reference, and attached hereto as Exhibit A.

## 3. INTELLECTUAL PROPERTY.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product, and other materials that are delivered to Seller under this Agreement or prepared by or on behalf of Seller in the course of manufacturing the Goods (collectively, the “Deliverables”) is and shall be owned by Seller. Except as expressly provided herein, Seller hereby retains its entire right, title, and interest, including all Intellectual Property Rights, in and to all Deliverables.

## 4. TITLE/RISK OF LOSS.

The Buyer shall pay reasonable shipping costs in accordance with its shipping instructions. The Buyer accepts the title of the goods at the shipment point and assumes all risk once the seller ships the Goods. Should any shipment under this purchase order be received by Buyer in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially



declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate shipping or loading or some inherent defect in the equipment and/or material, on request of the Buyer, Seller, at its own expense, shall assist the Buyer in establishing carrier liability by supplying evidence that equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

## 5. PAYMENT.

The Buyer shall pay the Purchase Price to the Seller as follows: Payment of \$351,000 plus any applicable taxes and fees, shall be paid to the Seller prior to delivery of all Goods described in this Agreement.

Seller's Invoice shall contain the following information: purchase order number and date, order number, description of items, size, quantities, unit prices, extended totals, place, and date of delivery. Any invoices or vouchers that are not on printed billheads shall be signed by an authorized person or the person furnishing the supplies or service. Every invoice shall be properly itemized.

All down payments for special order items or equipment are non-refundable. If for any reason, the Buyer cancels any order, it agrees to forfeit its down payment.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18% percent per year, or the maximum percentage allowed under applicable laws, whichever is less. The buyer shall pay all costs of collection, including without limitation, reasonable attorneys' fees.

In addition to any other right or remedy provided by law, if the Buyer fails to pay for the Goods when due, the Seller 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."

## 6. DELIVERY.

Time is of the essence in the performance of this Agreement. The Seller will work with the Buyer to coordinate delivery. Delivery shall be within 14 days of unit completion or storage charges will accrue. Seller agrees to pay storage charges if its failure to perform contributes to any delay in delivery.

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ML

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L P

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## EXHIBIT 3



### **7. PAYMENT OF TAXES.**

The Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes unless the Buyer is exempt from FEDERAL EXCISE TAX and an exemption certificate is provided.

### **8. WARRANTIES.**

Seller warrants that the Goods shall be free of substantive defects in material and workmanship. See attached documents for applicable warranties, attached hereto as Exhibit B.

THE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF THE BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, (A) NEITHER THE SELLER NOR ANY PERSON OR ENTITY ON THE SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) THE BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE SELLER, OR ANY OTHER PERSON OR ENTITY ON THE SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 8.

### **9. INSPECTION.**

The Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, the Buyer may return the Goods to the Seller at the Seller's expense. The Buyer must provide written notice to the Seller of the reason for rejecting the Goods within 14 calendar days of receipt.



## **10. DEFAULT.**

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make the required payment when due.
- 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 Goods in the time and manner provided for in this Agreement.

## **11. REMEDIES ON DEFAULT.**

In addition to 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 in sufficient detail the nature of the default. The party receiving such notice shall have 30 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.

## **12. FORCE MAJEURE.**

If the 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, lockouts, work stoppages. 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.



### **13. ASSIGNMENT.**

Neither party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning party of any of its obligations under this Agreement.

### **14. RELATIONSHIP OF THE PARTIES.**

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

### **15. NO THIRD PARTY BENEFICIARIES.**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

### **17. CONFIDENTIALITY.**

Both parties acknowledge that during this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by the owner, all documents relating to the confidential information will be returned to the owner. Both parties acknowledge that all records in Buyer's possession are subject to the California Public Records Act ("CPRA") and may be disclosed in response to requests pursuant to the CPRA. Buyer agrees to provide Seller at least 7 calendar days' notice prior to any such disclosure to allow Seller to pursue any remedies available to it.



## **18. INJUNCTIVE RELIEF.**

The parties hereto acknowledge and agree that violation by either party of the provisions of Section 3 (Intellectual Property) and Section 17 (Confidentiality) would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, the parties agree that preliminary and permanent injunctive relief shall be available to prevent any actual or threatened violation of such provisions. This Section is not intended and shall not be construed as a limitation on any of the other rights available to the aggrieved party either at law or in equity.

## **19. NOTICE.**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above, or to such other address as one party may have furnished to the other in writing. Notices to the Buyer should be addressed to the attention of Nicholas Luby, Fire Chief. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

## **20. 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.

## **21. AMENDMENT.**

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

## **22. 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.



## **23. 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.

## **24. APPLICABLE LAW; SUBMISSION TO JURISDICTION.**

This Agreement shall be governed by and construed according to the laws of the State of California without reference to its conflicts of law principles. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the Superior Court of the State of California, in each case located in Alameda County, California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## **25. COUNTERPARTS AND ELECTRONIC SIGNATURES.**

This Agreement shall be signed by the Seller and the Buyer and effective as of the Effective Date. This Agreement may be executed in counterparts with the same effect as the original. For purposes of this Agreement, pdf signatures or signatures transmitted via facsimile machine or email shall be considered as originals.

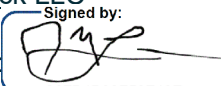
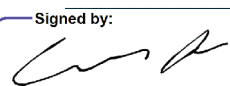
## **26. BUSINESS LICENSE.**

City of Alameda Municipal Code Section 5-2.1 states that a business license is required for any person or business to commence, conduct, carry on, or engage in any business in the City of Alameda (Buyer).



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**SELLER:**

Puck LLC  
Signed by: \_\_\_\_\_  
By:  Signed by:  Date: 9/16/2025 9/16/2025  
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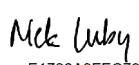
**BUYER:**

City of Alameda

\_\_\_\_\_  
Jennifer Ott, City Manager

Date: \_\_\_\_\_

**Recommended for approval:**

DocuSigned by:  
 \_\_\_\_\_  
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Nicholas Luby, Fire Chief Date: 9/17/2025

**Approved as to Form:**

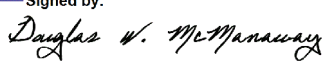
Signed by:  
 \_\_\_\_\_  
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Douglas W. McManaway, Assistant City Attorney Date: 9/17/2025





EXHIBIT A



PUCK  
1110 100th Street  
Manning, Iowa 51455  
712.655.9200

Sales Order

Order Number	Date
46192	8/28/2025

Sold To:	Ship To:
Fire Admin 1300 Park St Alameda CA 94501	City of Alameda Fire Dept 1300 Park St Alameda CA 94501 United States
	Phone: 510.337.2131

Order Date: 8/28/2025	PO Number: TBD	Freight Terms: FOB Destination Quoted
Need By: 11/27/2025	Sales Person: Joe Ewoldt	
Terms: Cash in Advance	Ship Via: Freight	

USD

Line	Part Number/Description	Rev	Order Qty	Unit Price	Ext. Price
1	61-00332-11	1	2.00 EA	\$169,000.00/1	\$338,000.00
	TTR-15P Hose Cart ~TTR-15 MKIV Chassis & Reel Top ~38hp EFI Gasoline powered Hydraulic Power Unit ~Manual Hydraulic Controls ~LED Hazard/Caution Lighting ~LED Work Lighting ~Two Single Speed Hydraulic Motors ~Electric Brakes ~DOT Road Compliant ~Puck Fire Red/Black Color Scheme				
	Rel Date	Quantity			
	1 11/27/2025	2.00			
2	FREIGHT		2.00 EA	\$6,500.00/1	\$13,000.00
	Freight for Invoice #				
	Rel Date	Quantity			
	1 11/27/2025	2.00			

\* Freight is subject to fluctuate



PUCK  
1110 100th Street  
Manning, Iowa 51455  
712.655.9200

Sales Order

Order Number	Date
46192	8/28/2025

Standard stock items are subject to a 25% restocking fee plus shipping and handling, subject to evaluation upon return.  
Special order items are non-returnable.  
A finance charge of 1.5% per month (18% annual) interest will be charged on all overdue accounts. Minimum finance charge is \$1.00.

Line Total:	\$351,000.00
Total Tax	\$0.00
Line Miscellaneous Charges:	\$0.00
Order Miscellaneous Charges:	\$0.00

OrderAck:001:00

Order Total	\$351,000.00
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EXHIBIT B

## Terms and Conditions

### Warranty Manufacturer

*Dealer or Distributor understands and agrees that the Manufacturer extends only the following Warranty to customers. In the event Dealer or Distributor extends any additional warranty (such as by enlarging the scope or period of warranty or undertaking a warranty of merchantability or fitness for any particular purpose) or any other obligation whatsoever, Dealer or Distributor shall: (1) be solely responsible therefore (2) have no recourse against Manufacturer thereof and (3) defend indemnify and hold Manufacturer harmless against any claim or cause of action whatsoever arising out of, or occasioned by, Dealer or Distributor's extension of said additional warrant or obligation.*

### Certificate of General Equipment Warranty

Puck Custom Enterprises warrants new Products sold by it to be free from defects in material or workmanship for a period of one (1) year after date of delivery to the first user and subject to the following conditions.

- Puck Custom Enterprises, Inc.'s obligation and liability under this Warranty is expressly limited to repairing or replacing at Puck Custom Enterprises Inc.'s option, any parts which appear to Puck Custom Enterprises, Inc. upon inspection to have been defective in material or workmanship.
- Such parts shall be provided at no cost to user, at the business establishment of the authorized Puck Custom Enterprises, Inc. dealer or distributor of the Product during regular working hours.
- This Warranty shall not apply to component parts or accessories of Products not manufactured by Puck Custom Enterprises, Inc. and which carry the warranty of the original manufacturer thereof, or to normal wear and tear, or maintenance (such as tune-ups) or normal maintenance parts (such as oil filters).
- Replacement or repair parts installed in this Product covered by this Warranty are warranted only for the remainder of this Warranty as if such parts were original components of said Product.

No incidental or consequential damages may be asserted against Puck Custom Enterprises, Inc. Under any circumstance whatsoever. Puck Custom Enterprises' liquidated damages in any situation may not exceed the retail price of the product or part.

*Puck Custom Enterprises, Inc. makes no other warranty, express or implied, and makes no warranty of merchantability or fitness for any particular purpose.*

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Puck Custom Enterprises, Inc.'s obligation under this Warranty shall not include any transportation charges, cost of installation, duty taxes or any other charges whatsoever, or any liability for direct, indirect, incidental or consequential damage or delay. If requested by Puck Custom Enterprises, Inc. products or parts for which a warranty claim is made are to be returned transportation prepaid to Puck Custom Enterprises, Inc. Any improper use, including operation after discovery of defective or worn parts, operation beyond rated capacity, substitution or parts not approved by Puck Custom Enterprises, Inc. company or any alteration or repair by others in such manner as in Puck Custom Enterprises, Inc. company's

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*"No employee or representative is authorized to change this warranty in any way or grant any other warranty unless such change is made in writing and signed by an officer of Puck Custom Enterprises at its home office."*

### Liability for Delays

No liability shall attach to Manufacturer direct, or indirect, incidental or consequential damages or expenses due to loss, damage, detention of delay in delivery of Products resulting from acts or delays beyond its control.