



An Employee Owned Company

NW Bend Boats, LLC - dba North River Boats
1750 Green Siding Rd. Roseburg, Oregon 97471
www.northriverboats.com

Rev 2 - Add GPS, description updates 4-4-24
Rev 3 - Freight added

CONTRACT / PO NUMBER

Table with contract details: North River Invoice # NRB 23236 F424, Quote Date: 3/7/2024, Revision Date: 5/1/2024, Sales Person: Mike Blocher, JOB #, Est. Start, Est. Finish

BUYER: Siddons-Martin Emergency Group
1362 E. Richey Road
Houston, TX 77073
REF: DEMO BOAT #1

SHIP TO: FOB Roseburg, OR

Phone: 800-784-6806 Main POC: Chris Carrero
Mobile: 346-366-0407 Email: ccarrero@siddons-martin.com

Terms: See Payment Terms section below. If no payment terms noted, invoices due on receipt. Full payment required prior to shipping release.

All returned checks are subject to \$35.00 NSF fee or 1% of the total sale, whichever is greater

NW BEND BOATS, LLC dba NORTH RIVER BOATS ("North River"), hereby agrees to sell, and BUYER hereby agrees to purchase, the vessel described more particularly below (the "Vessel"), subject to the terms and conditions on and attached to this Agreement:

Main specification table with columns: Vessel to be built to USCG and ABYC Standards unless otherwise noted, Serial Number, Unit Cost, Total. Sections include BOAT MODEL, TRAILER, ENGINES, ENGINE OPTIONS, STEERING AND FUEL SYSTEMS, and WELDED FEATURES.

	FULLY SELF BAILING ALUMINUM DECK WITH NON-SKID. (.190") Aluminum with through transom drains and mechanical "flapper" non-return valves.		
	Offshore Bracket: Single engine Offshore bracket for 30" Outboard motor. (Single, oversize & removable access hatch centered between outboard motors for access to offshore bracket / bilge area)		
	OB Engine / Crash Guard: 2" sched. 40 Welded pipe-frame, Outboard engine crash guard (Fairleads optional) Adjustable and mounted on swim deck.		
	Transom tie downs: Welded tie downs one port one stbd at lower transom corners		
	Drain plug: 1" welded screw in style drain plug		
	Trim tab brackets: Welded trim tab bracket one port one stbd		
	Transom mounting brackets: For mounting transducers and accessories on transom area		
	Sacrificial Anode Bracket: Welded 6"x6" aluminum "stand-off" bracket (large enough to easily through-bolt anode to bracket)		
	Transom Storage Box: Single oversize storage in transom rigging top with hinged lid		
	D-Bumper : Duramax 3" Fan Nose Rubber bumper installed around perimeter of gunwale		
	Anchor / Rope locker: In floor anchor locker with gutter drains to the Y bar and drain to bilge.		
	3" welded Rub Strake: Located mid hull side (between water line and gunwale)		
	Freeing Ports / deck drains: (Qty. 3 pair): 1" x 4" Freeing Ports / drains locate at bow area. (drains will be sized accordingly to allow proper water drainage)		
	Cleats: (Qty. 6) 10" cast aluminum, welded cleats as specified on drawing.		
	Bow eye: 1/2" HD welded bow eye with pressed stainless insert		
	Welded mounting pads on roof: Provisions for mounting 2 Port scene lights, 2 STBD scene lights, 1 remote spot light (fwd), 1 stbd antenna pad, 1 port antenna pad, LE Light bar and Flir		
	Aft Tow Bitt: (3" Sched 80) fixed tow bitt with welded cap and (Qty. 1) aluminum cross pin		
	DROP DOWN BOW DOOR: (Approx. 50" wide) Electric Linear actuator operated, drop-down bow door for beach access, or water access directly out bow. Door to be sealed w/ over center latches.		
	Gunwale Rails: 3/4" Sched. 40 welded aluminum bow to stern gunwale rails		
	Hand Rail package: Console to have (3/4" sched. 40) welded aluminum grab rails along sides of T-Top roof, vertical rails on forward face of cabin.		
	Transom Boarding door: Inboard hinging transom boarding door. For additional recovery point on swimdeck and access while trailered.		
CABIN / CONSOLE			
	Center Console with Aluminum T-Top: 40" wide Console to have fixed windshield w/ windshield wiper. Console sized accordingly to fit helm, single binnacle shift / throttle control, Outboard engine display, 12-volt plug-ins, USB plug-in and electrical switch panel. Under console storage area to have single storage shelf and hinged door.		
Note:	Console to be arranged for port side boat operations (left side drive)		
	Aft of Console to have seat against storage bolster (see drawing)		
	Overhead radio box: Welded overhead radio box		
	Fire Pump Doghouse: Skeletonized structure with hinged formed cover for protection from elements over fire pump. Sides to be covered in canvas for easy removal during pump operations.		
UPHOLSTERY AND CANVAS			
	Bolster seat for console: Custom, drop-down seat base bolster seats for operator and passenger. Seat allows for sit or stand vessel operation.		
	Forward cockpit bench seats: Port & Starboard Storage bench seats with removable cushioned lids. 1-starboard side, 1-port side.		
	Snap seat cushions for fire pump "doghouse"		
	Canvas side covers for fire pump "doghouse"		
	Full canvas weather enclosure for T-top/ console area with full eisenglass panels for optimum visibility		
	<i>Upholstery to be smoke in color.</i>		
OUTFITTING - RIGGING			
	FIRE EXTINGUISHERS: (Qty. 1) Kidde Mariner 110 (1-A: 10-B:C) fire extinguisher installed w/ USCG approved brackets. (1-located on console bolster)		
	Install 6" x 6" aluminum anode on welded anode bracket (transom)		
	Flag Mast: Removable SS Flag mast and USA flag installed on aft edge of cabin bill		
	North River Transom tie down straps		
OUTFITTING - ELECTRICAL			
	USCG approved Navigation / Lighting package (LED Light package): Navigation and Anchor lights LED - Anchor light to be mounted on aft section of light mast switched at dash		
	12v Electrical panel and ALL 12v wiring systems for Vessel. ALL VESSEL WIRING TO COMPLY WITH ABYC STANDARDS. (Panel includes 24 fused circuits + main)		
	12v Power / USB Accessory Outlets: (Qty. 2) final location tbd (2-forward in dash area)		
	Navigation Horn: 12v Stainless dual trumpet horn w/ momentary switch (labeled) at dash panel		
	Windshield Wiper: (Qty. 1) 12v heavy duty windshield wiper		
	Interior Cabin lights: (Qty. 1) LED, Red / White cabin light		

	BILGE PUMP(s): (Qty.2) 2000 gph Rule bilge pump with 3-way switch (labeled) at console panel. 1-bilge pump located in offshore bracket, 1- Bilge pump located below console forward of watertight bulkhead. Both pumps installed with Auto Float switches.		
	Batteries: (Qty. 2) GRP 27 deep cycle starting batteries with switches and all wiring. Battery configuration will be a total of 2-battery banks. (1) Outboard engine, and (1) "House" system.		
	RAW Water washdown pumps: (Qty. 1) pump and spigot located in the aft deck. (Flush Mount SS Deck Washdown Outlet Fitting)		
	Scene Lights: (Qty. 4) Imtra marine grade 9 LED deck flood lights (1) Port, (1) Starboard, (1) Fwd - under cabin bill, (1) Aft - under cabin bill.		
	Battery Charge System: 3 bank battery charger with remote plug-in receptacle installed in transom rigging area. Charger to charge House, Main engine and Fire pump batteries.		
NOTE:	BATTERY CHARGER SYSTEM TO BE USED ON-SHORE ONLY (Station Charging)		
	Remote LED Spotlight: Remote LED searchlight mounted on forward brim of roof top. Includes wireless remote.		
ELECTRONICS & NAVIGATION SYSTEMS			
	12" Chartplotter: Raymarine Axiom+ 12 RV MFD w/ Realvision 3D and 600W sonar mounted at helm console		
	3D Transducer: Raymarine RV-100 RealVison 3D Transom Mount transducer installed on offshore bracket		
	GPS Antenna: Ray Marine RS150 Raystar 150 10Hz GPS/Glonass antenna (STng)		
	VHF Marine Radio: Raymarine Ray63 VHF Radio installed in overhead radio box w/ Morad 156 HD antenna mounted on stainless ratchet base		
	Thermal Camera: Flir M332 Single Payload 320 Thermal Camera, 24-deg FOV installed on forward console roof top		
EMERGENCY / LE EQUIPMENT			
	36" LED Light Bar: Whelen Edge 9X - 36" with DUO red/blue lights. - Includes adjustable mounting feet - Includes Core Control Point Module - 36" length, Bar height without feet 1.86", Bar width 11.52" NOTE: Mount interface box inside NEMA 4X box under console.		
	Whelen WPA3FM Marine control head - flush mount with weatherproof switches.		
	Whelen WPA112 siren amp		
	Whelen SA315P siren speaker		
	Whelen SAK1 speaker mount		
FIRE PUMP / MONITOR			
	Fire Pump: Darley 2BE 21H , Medium pressure, high volume, direct drive, engine mounted pump. Engine: Honda GX 630: 4 cycle, 21 HP, V-twin, OHV, replaceable oil filter, 38.5 cu. in. displacement, 12 volt starter, 20 amp regulated alternator, 6 gal. fuel tank, hose and adapter (FLOW: 380 gpm (1438 L/M) @ 25 psi (1.7 bar), 150 gpm (568 L/M) @ 115 psi (7.9 bar) 100 gpm (378 L/M) @ 135 psi (9.3 bar) Skid)		
	2.5" Plumbed Deck Monitor: Task Force Tips Tornado 2.5" Tiller monitor installed on port side gunwale with TFT 3 in1 Stacked smooth bore tip. Fire plumbing to run underfloor and not obstruct deck space.		
Note:	Access to intake clean out and main butterfly valve through watertight hatch in deck floor		
PAINT			
	Interior: Greystone zolatone with clear		
	Exterior top: Greystone zolatone with clear		
	Exterior full side to waterline: White vinyl full side to waterline		
	Custom vinyl stripes: 2" Red stripe over 2" blue stripe full length of side above rub rail with 1" space.		See photo
	Cabin exterior: Greystone zolatone with clear		
	Cabin interior: Greystone zolatone with clear		
	Non-skid surfaces: Matson Non Skid		
	Canvas: Charcoal / Black binding Black North River logos		
OTHER (SPARES, TESTING, CERTIFICATIONS, DRAWINGS, DELIVERY)			
	Sea Trails / PDI and Final Cleaning		
State and Local taxes not included in this quote			
Note: This proposal may be withdrawn by North River if not accepted within 60 days.			
		Boat and Options Sub Total	\$ -
		Dealer Discount	\$ -
		Boat and Options Total	\$ -
		Engine Sub Total	\$ -
		Dealer Discount	\$ -

Customer Signature X
11:18 AM
5/1/2024

Salesman Signature X _____

Engine Total	\$	-
Freight		
Sales Tax		
Total	\$	-
Deposit		
(USD) Balance Due	\$	-

Please Remit To:
North River Boats
1750 Green Siding Rd.
Roseburg, OR 97471

All prices are in U.S. Dollars

Delivery Arrangements:

Unless otherwise noted above, delivery is FOB Roseburg, OR USA. North River may assist Buyer with shipping arrangements, including ground and ocean barge transportation for an additional fee. All shipping arrangements must be made prior to completion of vessel.

In the below contract North River Boats is referred to as North River.

Payment Terms:

Payment Terms - Standard:

The total Purchase Price shown above includes all applicable discounts, and other applicable charges. Unless otherwise noted, State and Local taxes are the responsibility of Buyer. However, the Purchase Price does NOT include any Storage Fees (section 7 of this Agreement) or Change Order charges (section 5 of this Agreement) incurred after the Agreement Date. BUYER shall pay the Purchase Price and all such other amounts owed to North River as follows: Checks payable to North River Boats or Money wire transfer into North River Boats account. All payments must be received prior to shipping.

15% Holding Deposit Due on Agreement.

30% Progress Payment. Due upon approval of complete General Arrangement drawings

30% Progress Payment. Due upon notification that fabrication has been completed.

Change Orders. Change work orders exceeding \$10,000.00 must be paid at the time change order is approved by Buyer. All other change orders will be invoiced at final.

Final Payment. The balance of the Purchase Price plus the amount of all unpaid Change Order charges (as described in section 5a & 5b of this Agreement) is due upon notification of Completion of the Vessel.

Payment Schedule Summary. Payments are as per schedule below:

DESCRIPTION	DATE:	PURPOSE	\$\$
Date of Agreement 15%		Deposit	\$ -
30% Progress Payment - Drawings		Progress	\$ -
30% Progress Payment - Fab Complete		Progress	\$ -
Change Orders - Exceeding \$10K		Change Order	
Upon notification of completion		Final Payment	\$ -
TOTAL			\$ -

Production will be undertaken in Roseburg, OR USA at the North River plant.

Production delay due to non-payment. All payments must be made on a timely basis as per Payment Terms listed above. This is imperative for North River to maintain a consistent production schedule. Payments not received within 14 days of invoice date will be considered late. North River will notify BUYER in writing that production will be suspended if payment(s) are not made current within 7 days. North River will suspend production until payments are reinstated and North River is satisfied that remaining payments can be made on time for the remainder of the build. If production has been suspended due to non-payment status, and payment status has been reinstated, North River will provide BUYER with a revised production schedule based on delays caused by BUYER's deficient payment status. It is North River's sole discretion as to when the production will resume based on the current production schedule. It is costly to disrupt production flow and therefore a \$5,000.00 production suspension penalty will be imposed and due payable prior to production resuming.

Additional Payments. Any additional Shipping Fees, Storage Fees (as discussed in section 7), Change Order charges, time and materials charges related to BUYER-supplied equipment (as discussed in section 4), or other costs incurred after Final Payment is due upon invoice by North River or upon delivery of the Vessel, whichever first occurs.

BUYER shall not remit payments by U.S. mail, but will remit all payments on or before the date due by check delivered:

Through a Buyer paid FedEx® or UPS shipping packet. Buyer will provide tracking number when payment is made

By wiring the payments to a North River bank account; (North River to provide necessary information)

In person at North River's office / Location: 1750 Green Siding Road, Roseburg OR USA

Credit Cards. North River limits the use of credit cards to a maximum of \$5,000.00 total per contract. In the event that a credit card purchase is required by BUYER, North River will charge a 3% credit card processing fee on any amount exceeding \$5,000.00 USD. The credit card processing fee will be added to the invoice and charged at the time the card is processed.

BY SIGNING BELOW, THE PARTIES AGREE TO AND ACCEPT ALL OF THE TERMS, CONDITIONS AND SCHEDULES CONTAINED IN THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

5/1/2024

BUYER:

BUYER
Signature

DATE:

ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT

1. **Estimated Production Start Date.** North River will not compute and issue the estimated Production Start Date until North River receives the Deposit. After North River receives the Deposit, North River will provide BUYER written confirmation of the estimated Production Start Date.

2. **Completion Date.** The estimated Completion Date is approximately One Hundred Eighty (180) calendar days after the Production Start Date for boats under 30'. The estimated Completion Date is approximately Two Hundred Seventy (270) calendar days after the Production Start Date for boats greater than 30'. Any Deposit received more than 5 business days after the Parties sign this Agreement may change the Production Start Date (as defined in section 1 of this Agreement) and the Date of Completion. North River will provide Buyer written confirmation of the Estimated Completion Date.

3. **Vessel Documentation.** North River will issue a Manufacturer's Statement of Origin and Bill of Sale (including all serial numbers for the Vessel and any trailer purchased with the Vessel) only after North River has received the Final Payment and any other amounts owed as of the date of the documentation.

4. **BUYER-Supplied Equipment.** North River reserves the right to accept or reject any BUYER-supplied equipment. If North River accepts BUYER-supplied equipment, the BUYER must deliver all such equipment to North River prior to the Production Start Date. If it is necessary to delay production of the Vessel because BUYER-supplied equipment is missing or incorrect, the BUYER will be charged \$250.00 per day until the proper equipment is delivered to North River. BUYER supplied equipment will be installed on a time and materials basis, rather than as a part of the purchase price quoted on the contract, including any additional items North River deems necessary to complete the installation. All BUYER supplied equipment must be new, in the box and of current model year. North River will not accept any previously used BUYER-supplied equipment. North River does not warranty any BUYER supplied equipment.

5a. **Change Orders.** Any changes to this Agreement made after the Agreement Date is a Change Order. A Change Order shall not be effective unless made in writing and accepted by North River. North River must have received and approved all Change Order requests no less than two (2) weeks before the estimated Production Start Date. North River has the right to reject any Change Order request made after the two (2) week deadline before production, because such late Change Order may result in disruption of North River's production schedule for both the Vessel and other craft in the production process. The cost of any Change Order approved by North River shall increase the Purchase Price. Change orders in excess of \$10,000.00 are due and payable at the time the change order is approved. Change orders less than \$10,000.00 shall be due on the Completion Date. Any Change Order approved by North River may change the estimated Date of Completion; North River shall provide Buyer a revised estimated Completion Date at the time North River approves a Change Order.

5b. **Late Stage Change Orders.** Late stage change orders create an adverse production effect, resulting in delayed delivery times and loss of efficiency, as well as increased costs. In the event that North River accepts a change order after the vessel has started production, BUYER agrees to the following: North River will invoice BUYER a flat \$500.00 Change Order fee for each Change Order request received. North River will invoice BUYER twice the option's MSRP value for the requested change. If change request is not found within NRB Sales Book, NRB will determine the value and notify BUYER via email. If a Late Stage Change Order exceeds \$10,000.00, Change Order is due and payable upon approval of Change Order.

6. **BUYER's Duty to Inspect and Notify.** The BUYER shall inspect the Vessel delivered immediately after receiving the Vessel or upon picking up the Vessel from the Roseburg, OR factory. The BUYER shall notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel. Failure to inspect the Vessel or notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel shall constitute acceptance of the Vessel.

7. **Storage Fees.** Storage Fees shall be applied beginning seven (7) days after completion of Vessel using the following schedule: 1st month - \$200 / 2nd month - \$400 / 3rd and later months - \$600

8. **Risk of Loss.** Delivery of the Vessel shall be F.O.B. at North River's factory address in Roseburg, OR (as stated in the ship to column of this contract). BUYER bears all risk of loss of the Vessel after delivery to BUYER, BUYER's carrier, or North River's carrier at North River's address. North River shall obtain a copy of the carrier's insurance binder before shipment commences.

9. DISCLAIMER OF WARRANTIES. WITH THE EXCEPTION OF North River's LIMITED WARRANTY ATTACHED TO THIS AGREEMENT AND INCORPORATED BY THIS REFERENCE, North River MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, EITHER ORALLY OR BY WRITTEN AGREEMENT, TO THE BUYER, AND PARTICULARLY NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

10. **Limitation of Remedies.** IN NO CASE SHALL North River BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising from the purchase and use of the Vessel for claims of breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Vessel or any related equipment, cost of capital, cost of any substitute goods or equipment, facilities or services, down time, claims of third parties including BUYER's customers, and injury to persons or property.

11. Entire Agreement. This, along with the Proposal/Contract into which these Additional Terms and Conditions are incorporated, is the entire Agreement of the Parties with respect to the Vessel and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both Parties. No North River employee, officer, director, or any other entity is authorized to make any warranty, representations, or other claims that are not contained in this Agreement.

12. Oregon Law Governs. This Agreement shall be construed according to the laws of the State of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue will be in the Federal or State courts in Douglas County, Oregon and each of the parties consents to the jurisdiction of such court (and if appropriate of the appropriate appellate court).

13. Arbitration: Except as otherwise specifically set forth herein or agreed to in writing by the Parties, any action, whether sounding in contract, tort or otherwise ("Dispute" or Disputes"), shall be resolved by arbitration as set forth below and shall include all Disputes arising out of or in connection with (i) this Agreement or any related agreements or instruments, (ii) all past, present and future agreements involving the parties, (iii) any transaction completed hereby, and all past and future transactions involving the parties, (iv) any aspect of the past, present or future relationships of the parties. Such disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of Arbitration Service of Portland, Oregon. In the event of any inconsistency between such Rules and these arbitration provisions, these provisions shall supersede such Rules. Every decision rendered by arbitration shall be made in accordance with the applicable substantive law. The Parties hereby agree that the all costs of arbitration and any related costs for consultants or other third parties will be paid to the prevailing party by the losing party.

