

REF# Q-04940

MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 - 1001

SOLD TO	CUSTOMER	City Of Angleton	SHIP TO	
	STREET ADDRESS	25 OAK DRIVE		25 OAK DRIVE
	CITY/STATE	LAKE JACKSON/TX		LAKE JACKSON/TX
	POSTAL CODE	77566-5289		77566-5289
	COUNTY/ COUNTRY	US		US
	PHONE NUMBER			
	EMAIL	jsifford@angleton.tx.us		
	CUSTOMER CONTACT	EQUIPMENT Jeff Sifford	F.O.B. AT:	
		PRODUCT		
		SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0684150	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:
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TERMS	PAYMENT TERMS:											
	FINANCIALSERVICES:	<b>Government Lease with \$1 Buyout.</b>										
	CASH WITH ORDER: \$0.00	CONTRACT INTEREST RATE										
		<table border="1"> <thead> <tr> <th>Type</th> <th>Term</th> <th>Payment</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>60 Month Government Lease</td> <td>60</td> <td><b>\$3,652.39</b></td> <td>6.99%</td> </tr> <tr> <td>72 Month Government Lease</td> <td>72</td> <td><b>\$3,144.60</b></td> <td>6.99%</td> </tr> </tbody> </table>	Type	Term	Payment	Rate	60 Month Government Lease	60	<b>\$3,652.39</b>	6.99%	72 Month Government Lease	72
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72 Month Government Lease	72	<b>\$3,144.60</b>	6.99%									
BALANCE TO FINANCE. \$184,497.67												

**DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED**

MAKE: Caterpillar	MODEL: 308 VAB	YEAR: 2024
ID NUMBER:	SERIAL NUMBER:	SMU:
308 07A CR MHE CFG15D 0	640-0731	\$198,232.70
STD BLADE, STD U/C, RUBBER TRK 0	562-3700	\$7,766.90
MONITOR NEXT GEN, ADVANCED, CR 0	511-6177	\$1,429.15
COUNTERWEIGHT, EXTRA 0	525-6657	\$1,358.45
LINKAGE, BUCKET W/ LIFTING EYE 0	568-1567	\$767.60
INTEGRATED RADIO 0	511-6219	\$545.40
0P-2266 SHIPPING/STORAGE PROTECTION 0		\$273.71
EOU HOUSE SWING COVER, 8T 0 NC	605-3340	\$0.00
BELT, SEAT, 3" RETRACTABLE 0 NC	510-6085	\$0.00
PRODUCT LINK, CELLULAR PLE643 0 NC	557-5123	\$0.00
CAT KEY, WITH PASSCODE OPTION 0 NC	522-6460	\$0.00
INSTRUCTIONS, ANSI 0 NC	553-9616	\$0.00
0P-3380 INSTRUCTIONS, ENGLISH 0 NC		\$0.00
0P-4299 PACKING, LAST MILE PROGRAM 0 NC		\$0.00
308 24 BKT	23NE2327	\$2,527.78
COUPLER, PG, HYDR. TILT, 7-9T	485-5305	\$13,639.00
PINS, BUCKET, 50MM	308-0324	\$125.00
BUCKET-DC, 54", 13.2 FT3, 7T	306-5662	\$3,563.00
PINS, BUCKET, 50MM	308-0324	\$125.00

**Total Machine List Price: \$230,353.69**

**Dealer Discount: \$46,634.48**

Quote Notes

**COI. Sourcewell Contract #032119-CAT. Pricing valid 90 days.**



640-0731

308 07A CR MHE CFG15D .....

LANE 3 - AVAILABLE FROM WUJIANG FACTORY  
VARIABLE ANGLE BOOM MHE

INCLUDES:

512-1401 308 07A CR MINI EXCAVATOR  
511-6253 ELECTRICAL ARR, C3.3 HRC  
518-6184 ENGINE, EPA TIER 4 FINAL  
563-2092 STICK, 2ND AUX, VAB  
512-2576 BOOM, SWING, VARIABLE ANGLE  
514-8060 LINES, BOOM W/ BLCV VAB  
514-8074 LINES, STICK, W/ SLCV VAB  
510-6070 SEAT, AIR SUSP, FABRIC, HEATED  
511-6217 LIGHTS, LED  
511-6157 ALARM, TRAVEL  
511-6235 CAMERA, REAR VIEW  
519-3140 LINES, QC, STD STK,VAB, 3 LINE  
520-0778 CONTROL, QC, 3 LINE  
415-2556 HEATER, WATER JACKET  
382-8757 DRAIN, ECOLOGY  
555-8731 FILM, COUPLER, ISO  
557-1709 SOFTWARE, PROPORTIONAL CONTROL  
557-1710 SOFTWARE, STICK STEER CONTROL  
557-1711 SOFTWARE, 2 WAY CONTROL  
557-1713 SOFTWARE, CODED START  
NOTE: VARIABLE ANGLE BOOM MHE

## TERMS AND CONDITIONS

- 1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
- 2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
- 3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
- 4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
- 6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
- 7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.
- 8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
- 9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
- 10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
- 13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**
- 14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.
- 15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
- 16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**