

Thompson



PROPOSAL/EQUIPMENT ORDER

Print Date:	11/14/2025
Quote No.:	4973358078-2
Customer No:	0958500
Valid Until:	12/12/2025
PO:	
Salesman:	Rhett Bonner Hollon
Phone:	850-445-7965

PURCHASER

CITY OF BONIFAY
 301 ETHERIDGE ST
 BONIFAY FL 32425

SHIP TO

CITY OF BONIFAY
 301 ETHERIDGE ST
 BONIFAY FL 32425

Caterpillar 420 SN: H8T06323 EQN240273
 ONE NEW 2025 CATERPILLAR 420 BACKHOE LOADER

\$148,704.00

FLORIDA SHERRIFF'S BID

INCLUDES:

5YR/7500 HR POWERTRAIN+HYDRAULICS+TECH WARRANTY (WHICHEVER COMES FIRST)
 1000 HRS WORTH OF FILTERS
 3 YRS WORTH OF TRAVEL TIME AND MILEAGE FOR WARRANTABLE REPAIRS

CAT 3.6 ENGINE WITH 103HP
 14 FT DIG DEPTH + 3 FT WITH E-STICK (EXTENDABLE STICK)
 24,251LB OPERATING WEIGHT
 MULTIPURPOSE HYDRAULICS W 1.5YD MP LOADER BUCKET
 HYDRAULIC THUMB
 DELUXE CAB WITH A/C & HEAT
 8 WORKLIGHTS
 RIDE CONTROL
 AUTO UP STABLIZERS WITH FLIP PADS
 24" BACK HOE BUCKET
 1,015LB COUNTERWEIGHT

Sales Subtotal	148,704.00
Tax Subtotal	0.00
Total	148,704.00

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

TERMS AND CONDITIONS

1. **EXECUTION OF OTHER DOCUMENTS.** If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.
2. **RISK OF LOSS; INSURANCE.** The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.
3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties. Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment. With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller. The foregoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them. Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.
4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.
5. **SELLER'S RESERVATION OF TITLE.** Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.
6. **INTEREST AFTER DEFAULT.** After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.
7. **COLLECTION COSTS.** Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.
8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.
9. **NO ADDITIONAL OR DIFFERENT TERMS.** If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.
10. **Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer Data and Telematics Data Privacy Statements Customer Data**
We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information allows for identifying and contacting a customer such as name, address, phone number and email address.
- Telematics Data**
In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.
<https://digitalauthorizationtool.cat.com/>
- Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Initial: _____



JOHN DEERE

DOBBS

E Q U I P M E N T

Quote Id: AL5525-000022

Prepared For CITY OF BONIFAY
aaron taylor
301 N ETHERIDGE DR BONIFAY, FL 32425 US
8502582514
Aaron.taylor@cityofbonifay.com

Prepared By Zachary Moore
Dobbs Equipment, LLC
169 Ross Clark Circle N.E. - P.O. Box 8866 Dothan, AL 36303 United States
334-350-0344

Zachary.Moore@dobbsequipment.com

Date: 09/30/2025

Offer Expires: 11/30/2025

Confidential



JOHN DEERE

DOBBS

EQUIPMENT

QUOTE

Quote Id: AL5525-000022

Prepared For: CITY OF BONIFAY

Prepared By:
Zachary Moore
Dobbs Equipment, LLC
169 Ross Clark Circle N.E. - P.O. Box 8866 Dothan, AL
36303 United States
334-350-0344

Zachary.Moore@dobbsequipment.com

Additional Comments:

Quote Id: AL5525-000022
Created On: 09/30/2025
Last Updated On: 11/11/2025
Expiration Date: 11/30/2025

Equipment Summary

	Selling Price	Qty	Extended
John Deere - 310 P	\$ 112,649.76	x 1	\$ 112,649.76
- N/A - - JOHN DEERE - - 42 Inch Hydraulic Backhoe Thumb - 4 Tine	\$ -		\$ -
- John Deere PowerGuard - 48/4000 (Accepted)	\$	x 1	\$
- Finance - 0 % / 48 Months	\$	x 1	\$

Quote Summary

Equipment Total	\$	112,649.76
Service Agreements	\$	0.00
Attachments	\$	0.00
Total	\$	112,649.76
Trade-In Allowance	\$	(13,500.00)
Trade-In PAY-OFF	\$	0.00
Balance After Credits	\$	99,149.76
Total Tax	\$	0.00
Subtotal	\$	99,149.76
Down Payment	\$	(0.00)
Balance Due	\$	99,149.76

Dobbs Equipment: X _____

Accepted By: X _____

Confidential



JOHN DEERE

DOBBS

EQUIPMENT

PRODUCTS

Quote Id: AL5525-000022

PO No: AL5525-000022

Customer: CITY OF BONIFAY

John Deere - 310 P

Code	Description	Quantity	Price
Standard options Per Unit			
0650	Less Performance Package	1	-
0259	English	1	-
1205	Basic Package Radio	1	-
0605	Level 1 Cab	1	-
0950	Less Vision System	1	-
0202	United States	1	-
0351	Translated Text Labels	1	-
3006	Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential	1	-
6573	450 lb. (204 kg.) Front Counterweight	1	-
6152	Single Battery with Disconnect and Jump Post	1	-
5247	Galaxy 19.5L-24 12PR Rear & 12-16.5 R4 12PR Front	1	-
183N	JDLink™	1	-
4006	John Deere 4.5L - FT4/Stage IV	1	-
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1	-
6751	Standard Dipperstick	1	-
7028	Pilot Controls, Two Lever, with Pattern Selection	1	-
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1	-
7856	86 in. (2.18 m.) Multi-Purpose Bucket, 1.22 cu. yd. (0.93 cu. m.)	1	-
7701	Less Coupler - Thumb Ready	1	-
7040	Three-Function Loader Hydraulics, Single Lever	1	-
Dealer Attachments			
	- JOHN DEERE - - 42 Inch Hydraulic Backhoe Thumb - 4 Tine	x1	-

Dobbs Equipment: X _____

Accepted By: X _____

Confidential



JOHN DEERE

DOBBS

EQUIPMENT

Finance Options

Quote Id: AL5525-000022

Valid Through 11/30/2025
Created On 09/30/2025

John Deere - 310 P

Serial #

Equipment Price	\$ 99,149.76
Down Payment	(\$0.00)
Property Damage Insurance	\$0.00
Total Financed Amount	\$99,149.76

Installment

Terms in Month **48 Months**
Fixed Rate **0%**

\$ 2,065.62

Estimated Monthly Payment

See full amortization schedule for your payment customizations

Subject to approval by John Deere Finance. Taxes, Freight, setup and delivery charges may or may not be included and could change the payment.

Dobbs Equipment: X _____

Accepted By: X _____

Confidential



JOHN DEERE

Quote Id 1292856

12-Nov-2025

CITY OF BONIFAY
301 J HARVEY ETHRIDGE ST
BONIFAY, FL 324252101
(850) 547-4238

Scotty BURCH
Beard Equipment Company
4625 Highway 231 North
Panama City, FL 32404
850-769-4844
sburch@beardequipment.com



JOHN DEERE

Prepared For

CITY OF BONIFAY
301 J HARVEY ETHRIDGE ST
BONIFAY, FL 324252101
(850) 547-4238

Prepared By

Scotty BURCH
Beard Equipment Company
4625 Highway 231 North
Panama City, FL 32404
850-769-4844
sburch@beardequipment.com

Quote Id 1292856

Creation Date 12-Nov-2025

Expiration Date 28-Feb-2026

Customer Notes

Unit is quoted off of the Sourcwell Purchasing Contract# 011723-JDC.
Quote and Contract is valid until February 28, 2026.
Purchase orders shall be made payable to Beard Equipment Company.

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
310 P-Tier Backhoe Loader	\$267,621.00	\$152,543.97	1	\$152,543.97
Extended Warranty				\$2,365.00
310 P, Powertrain And Hydraulics, 2000 Total Hours or 60 Total Months, 0 Deductible Date Quoted : 12-Nov-2025				
Equipment Total				\$154,908.97
<hr/>				
Quote Summary				
Total Selling Price				\$154,908.97
Sub-total				\$154,908.97
Balance Due				\$154,908.97

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote # 1292856
Customer CITY OF BONIFAY

310 P-Tier Backhoe Loader

QTY In Group : 1

Hours	---	Suggested List
Serial Number	---	\$269,986.00
Stock Number	---	Selling Price
PUK Parent Serial #		\$154,908.97

Equipment Summary

Code	Description	Qty	List Price
17B1T	310 P-Tier Backhoe Loader	1	\$231,824.00

Base / Options

Code	Description	Qty	List Price
0202	United States	1	\$0.00
0351	Translated Text Labels	1	\$0.00
0259	English	1	\$0.00
0606	Level 2 Cab	1	\$1,703.00
0650	Less Performance Package	1	\$0.00
0950	Less Vision System	1	\$0.00
1205	Basic Package Radio	1	\$0.00
183N	JDLINK™	1	\$0.00
3006	Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential	1	\$2,152.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$0.00
5247	Galaxy 19.5L-24 12PR Rear & 12-16.5 R4 12PR Front	1	\$0.00
6152	Single Battery with Disconnect and Jump Post	1	\$0.00
6751	Standard Dipperstick	1	\$0.00
6572	Heavy-Duty Bumper - For Machines without a Front Counterweight	1	\$245.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1	\$5,018.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$3,132.00



JOHN DEERE

7040	Three-Function Loader Hydraulics, Single Lever	1	\$3,579.00
7804	18 in. (457 mm.) Heavy-Duty Bucket, 4.9 cu. ft. (0.14 cu. m.)	1	\$2,136.00
7701	Less Coupler - Thumb Ready	1	\$0.00
7856	86 in. (2.18 m.) Multi-Purpose Bucket, 1.22 cu. yd. (0.93 cu. m.)	1	\$10,789.00
8025	Thumb - 37 in. 4 Tine	1	\$7,043.00
Total Base / Options			\$267,621.00

Value Added Services

Description	Qty
Extended Warranty	1

Total Value Added Services

Selling Price Subtotal

Total Selling Price

\$269,986.00



BRIGGS EQUIPMENT, INC.
 10540 STEMMONS FREEWAY
 DALLAS
 Texas
 75220
 United States
 +1 214-630-0808

Quotation

Customer: City of Bonifay Florida Bonifay 32425	Quote Number: 40915	Status: Preparing	Revision: 0	Currency: USD	Quote Creation Date: 12-November-2025	Quote Validity Date: 31-December-2025
Ship to: City of Bonifay Florida Bonifay 32425	Quote Prepared By: Chris Pendleton Chris.Pendleton@briggsequipment.com			Customer Reference:	Requested Delivery Date: 31-December-2025	

Payment Terms: Due Upon Receipt

Delivery Terms:

Quote Description: Factory Warranty: 2 years / 2000 Hours Full Machine Warranty

Municipal Discounting Provided

MODEL	QTY	DESCRIPTION
3CX514HFCA	1	3CX PLUS - 14' EXT, CM, 109HP, AEC JOYSTICKS OUTERBOX EXTENDING DIPPER 3CX PLUS TRELLEBORG TB40 340/80-18 & 440/80-28 CAB WITH A/C. HEATED AIR SUSPENSION SEAT CAB, LIVELINK HAMMER/BI-DIRECTIONAL PIPEWORK 5/8 LOADER PIPEWORKRTD & AUTO SRS FOR BI-DI USE N. AMERICAN (ENGLISH) TERRITORY PACK DIRECT MOUNT 6 IN 1 SHOVEL 24" (610MM) HEAVY DUTY 5 TEETH

Customer Sale Price (less tax)	USD	138,624.43
---------------------------------------	-----	-------------------

Additional Comments:

Attachments Included In Pricing:

- Hydraulic Thumb
- 6 in 1 Bucket

TERMS AND CONDITIONS:

Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER



BRIGGS EQUIPMENT, INC.
 10540 STEMMONS FREEWAY
 DALLAS
 Texas
 75220
 United States
 +1 214-630-0808

Quotation

BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMSIED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DEILERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY.

GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.

Quote Number:	40915	Customer Reference:	
Customer Acceptance:	_____	Date:	_____
Dealer:	_____	Date:	_____