



**PETERSON MACHINERY CO. 5450 NE Five Oaks Dr. Hillsboro, Oregon 97124 Tel: (503) 288-6411 Fax: (510) 352-4570**

PURCHASER <u>DESCHUTES COUNTY DEPT</u>			
STREET ADDRESS <u>61050 SE 27TH ST</u>		<SAME>	
CITY/STATE <u>BEND, OR</u>	COUNTY <u>DESCHUTES</u>		
POSTAL CODE <u>97702</u>	PHONE NO. <u>541 317 3163</u>		
EQUIPMENT _____ - PHONE NO. _____			
PRODUCT SUPPORT _____ - PHONE NO. _____			
INDUSTRY CODE: <u>SPECIAL TRADES (280 )</u>		PRINCIPAL WORK CODE _____ F.O.B. AT: <u>Redmond</u>	

CUSTOMER NUMBER <u>1756300</u>	Sales Tax Exemption # (if applicable) <u>N/A</u>	CUSTOMER PO NUMBER _____
--------------------------------	--	--------------------------

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>	NET ON CAT CARD <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	Cat FI ISC <input type="checkbox"/>	LEASE <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	INTEREST RATE 0		
PAYMENT PERIOD _____	PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT \$0.00	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: TBA	MODEL: 950M-BR	YEAR: TBA			
STOCK NUMBER: PT00344	SERIAL NUMBER: TBA				
950M WHEEL LOADER	464-2600	PREMIUM CORP RADIO (12V)	600-3625	LIGHT, SEAT BELT WARNING	460-7450
INDUSTRIAL PACKAGE	513-5391	PRODUCT LINK, CELLULAR PLE641	434-0691	LIGHT, WARNING BEACON	491-7467
LINKAGE, STANDARD LIFT	538-2776	COOLING CORES, 6 FPI	521-9359	GUARD, TILT CYLINDER	360-8835
COUNTERWEIGHT, 1460KG	393-0072	FAN, REVERSING, VPF, ANSI	513-5393	GUARD, HINGED, POWERTRAIN	399-4332
AIR INLET PRECLEANER, TRASH	365-0121	ANTIFREEZE, -34C (-29F)	371-7064	OIL CHANGE SYSTEM, HIGH SPEED	503-4735
AXLES, MANUAL/OPEN, ED, SG	609-7133	OMISSION, TIRES AND RIMS	0P-3647	QUICK COUPLER READY, STD	373-3900
HYDRAULICS, 3V RC STD/LOG	500-2566	FENDERS, NARROW	478-8371	LINES GP-IMPLEMENT 3V (QC)	378-8421
HYDRAULIC OIL, STANDARD	366-9912	HOOD, NON-METALLIC	336-0000	QUICK COUPLER, FUSION	349-5246
STARTING, COLD (120V)	373-3911	SOUND SUPPRESSION, INDUSTRIAL	488-1138	BKT GP ST 114" 4.75YD3 FUS	354-4856
LIGHTS, LED, PREMIUM	569-2124	LUBRICATION, MANUAL, STD	538-2788	CUTTING EDGE, BOLT-ON	139-9229
STEERING SYST, STD, JOY	538-2794	FUEL ANTIFREEZE, -25C (-13F)	0P-3978	FILM, WASTE	468-0171
JOYSTICK 3V, STEERING JOYSTICK	539-6046	SERIALIZED TECHNICAL MEDIA KIT	421-8926	CARRIAGE GROUP, 96"	520-7957
MANUAL DIFF, STEERING JOYSTICK	384-7004	RADIO, CB (READY)	372-1603	TINE GROUP, 60"	520-7980
FILTRATION, STD, ACF PRECLNR	505-1523	OBJECT DETN & CB RADIO READY	612-4316	BLD 144 HYD ANG SNW TRP FUS	524-6848
CAB TRIM, DELUXE (LHD)	538-2774	LIGHTS, REVERSING STROBE	513-2458	Henke RB42-14 Ramp bucket	Q-07452-1

TRADE-IN EQUIPMENT		SELL PRICE	
MODEL: _____ YEAR: _____ SN: _____			\$498,632.76
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		SOURCEWELL COOP CONTRACT DISCOUNT 18% OFF	(\$89,753.90)
MODEL: _____ YEAR: _____ SN: _____		LIST	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		PETERSON ADDED DISCOUNT 3% OFF LIST	(\$14,958.98)
MODEL: _____ YEAR: _____ SN: _____		<b>NET BALANCE DUE</b>	<b>\$416,711.88</b>
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		PDI / SVC MANUAL / HENKE / INSTALL	
MODEL: _____ YEAR: _____ SN: _____		WHEELS/TIRES	\$22,792.00
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		SALES TAX (0.57%)	\$2,375.26
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.		<b>AFTER TAX BALANCE</b>	<b>\$419,087.14</b>

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY INITIAL _____  CATERPILLAR EQUIPMENT WARRANTY It is understood that no other warranties of any kind, whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are or have been made or authorized by PETERSON with respect to any machinery, EQUIPMENT or other products described herein unless endorsed herein and signed by the parties hereto. No adjustments, repairs or replacements of any items sold hereunder, or assistance given by seller to buyer in connection with same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty. Below lists Warranty applicable for Sold EQUIPMENT including expiration date. Warranty applicable including expiration date where necessary: <u>12 Month, Unlimited Hours</u>	<input type="checkbox"/> USED EQUIPMENT WARRANTY INITIAL _____  All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____ _____
--	---

CSA: \_\_\_\_\_  
 NOTES: DOES NOT INCLUDE WHEELS AND TIRES - CUSTOMER TO PROVIDE

**ADDITIONAL TERMS:** THE UNDERSIGNED PURCHASER (IF MORE THAN ONE, JOINTLY AND SEVERALLY) HAVING BEEN QUOTED BOTH A TIME AND A CASH PRICE, HEREBY PURCHASES AND UNDERSIGNED SELLER HEREBY SELLS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES HEREOF, THE ABOVE DESCRIBED EQUIPMENT. HEREIN FURTHER CALLED THE COLLATERAL. THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING ALL TERMS AND CONDITIONS SET FORTH ON THE BACK HEREOF WHICH ARE HEREBY INCORPORATED HEREIN. ARE AGREED TO BY PURCHASER AND SELLER AND PURCHASER ACKNOWLEDGES THAT HE HAS FULLY READ THIS AGREEMENT, BOTH FRONT AND BACK PAGES, AND ASSENTS TO ALL OF ITS TERMS AND CONDITIONS

ORDER RECEIVED BY <u>Meyer, Shane</u> REPRESENTATIVE	APPROVED AND ACCEPTED ON _____ DESCHUTES COUNTY DEPT PURCHASER
BY _____	SIGNATURE _____
TITLE _____	TITLE _____

**DCC 2022-757**



### DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company (Print)**

\_\_\_\_\_  
**Company Representative (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

<b>FOR DEALER USE ONLY</b>
<b>Company UCID</b>
<b>Company Representative CWS ID</b>
<b>Main Store Dealer Code</b>
<b>Dealer Representative Name</b>
<b>Dealer Representative CWS ID</b>

# TERMS AND CONDITIONS

1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, epidemic, pandemic or other natural disasters, government action or any other causes beyond the control of the seller or otherwise affecting the supply chain, whether the same as or different from the matters and things hereinbefore specifically enumerated; and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.

This order when accepted by seller shall be further subject to such changes in price, terms, delivery date, delivery priorities, and other conditions varying from the terms hereof as may be current when the within ordered machinery, equipment, attachments, and parts are ready for delivery. Purchaser shall be responsible for payment of all applicable fees, taxes and charges arising from or related to the purchase and sale of the equipment and goods described on the reverse side hereof, including, without limitation, any and all sales tax, use tax, surcharges, pass through charges (including state corporate activity taxes), environmental fees and service fees, along with any interest, finance charges or administrative fees that may accrue if and as a result of purchaser's failure to timely and/or properly pay amounts owing from purchaser when due.

3. It is understood and agreed that title to and right of possession of said equipment shall remain vested in seller until obligations of purchaser hereunder and payment of all other sums which may be due or are to become due from purchase to seller, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the purchaser.
4. The seller's responsibility for shipments ceases upon delivery to a transportation company; and any claims for shortages, delays, or damages occurring thereafter shall be made by the purchaser directly to the transportation company. Any claims against the seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
5. The purchaser agrees that this order shall not be countermanded by purchaser, that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified), it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
6. When the machines necessary to fill this order are available, the purchaser agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the purchaser fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.

**7. EQUIPMENT MANAGEMENT ELECTRONIC DATA / PRIVACY NOTICE.** For EQUIPMENT equipped with Product Link™ and Vision Link™, CUSTOMER understands that data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates ("Caterpillar"), and or its dealers to better serve CUSTOMER and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure as Caterpillar recognizes and respects CUSTOMER's privacy. Information regarding Caterpillar's data governance and the remote services that may be a part of the EQUIPMENT, can be found at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> and [https://www.cat.com/en\\_US/support/technologysolutionsnew/remoteservicesprocess.html](https://www.cat.com/en_US/support/technologysolutionsnew/remoteservicesprocess.html) as applicable, or by contacting Caterpillar at [CatConnectSupport@cat.com](mailto:CatConnectSupport@cat.com). CUSTOMER acknowledges, understands and agrees that any questions or requests for information regarding ongoing collection of data and information by Caterpillar or its participation in Caterpillar Remote Services, including any questions or requests to opt out of such processes or programs should be directed to Caterpillar at the email listed above. By executing this Agreement, CUSTOMER understands these disclosures and agrees to allow this data to be accessed by Caterpillar and/or its dealers.

**8.** The seller shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise, suffered or sustained in the operation of any machinery or equipment, the subject of this order, nor for any damages alleged to result to purchaser by reason of any delays or alleged failure of said machinery or equipment to operate.

**9.** The purchaser agrees that damages arising from failure to consummate the sale contemplated by this agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges, and related expenses that may be incurred by the seller to hold, store, and maintain the equipment until a sale can be made.

**10.** Purchaser and seller agree that in the event it becomes necessary to undertake legal action to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. "It is agreed by and between the customer and Peterson that all disputes and matters whatsoever arising under, in connection, or incident to this agreement shall be litigated, if at all, in or before a Court located in the State of incorporation of the seller to the exclusion of the Courts of any other state or country."

**11.** Should this order pertain to any used machinery or equipment, the following additional terms shall apply:

- (a) Seller makes no representation as to the quality or functionality of such used machinery and equipment which is being sold "AS-IS".
- (b) Seller makes no recommendations as to the use of equipment by Buyer.
- (c) Buyer agrees that all equipment is purchased solely at risk of Buyer.
- (d) Buyer hereby releases, discharges, and covenants not to sue Seller and will hold Seller free and harmless from all liability, claims, demands, losses, damages and costs ("claims") caused or alleged to be caused in whole or in part by the equipment purchased. Buyer further agrees that if any claim is made against Seller, Buyer will defend, indemnify, save, and hold harmless Seller from any and all loss, liability, damages, or costs which may be incurred as the result of such claim(s).