

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

PURCHASER DESCHUTES COUNTY ROAD DEPT

STREET ADDRESS 61150 27TH ST <SAME>

CITY/STATE BEND, OR COUNTY DESCHUTES

POSTAL CODE 97702-9631 PHONE NO. 541 322 7101

EQUIPMENT - PHONE NO. _____

PRODUCT SUPPORT - PHONE NO. _____

INDUSTRY CODE: GOVERNMENT COUNTY GOVERNMENT (843) PRINCIPAL WORK CODE _____ F.O.B. AT: Redmond

CUSTOMER NUMBER 1756150 Sales Tax Exemption # (if applicable) N/A CUSTOMER PO NUMBER _____

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE NET ON CAT CARD FINANCIAL SERVICES Cat Fi ISC LEASE

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: CATERPILLAR	MODEL: 938M			YEAR: 2023	
STOCK NUMBER: PM01672	SERIAL NUMBER: 0J3R10162				
338M WHEEL LOADER	536-5303	WARNING, BEACON, LED STROBE	333-1425	EMA	0P-5203
TIRES, 20.5R25 TI MXL * L3	376-0830	DECAL, HI VIS STEP, HANDRAIL, DLX	615-9210	LANE 2 ORDER	0P-9002
COUNTERWEIGHT, 4431LBS, AGG, 8PCS	467-7991	SIDE MIRROR, RH	482-5167	PACK, DOMESTIC TRUCK	0P-0210
QUICK COUPLER, FUSION	536-5314	FENDERS, STANDARD	366-8150	CERTIFICATE OF ORIGIN, ENGLISH	0G-6022
CAB, DELUXE	549-0451	TOOLBOX AUX, NONE	519-8081	GENERAL PURPOSE BUCKET - NM95650	345-2426
RIDE CONTROL	430-2860	HYDRAULIC OIL, STANDARD	619-8439		
ENVIRONMENT, MEDIUM DEBRIS	536-5340	LIGHTS, ROADING, HALOGEN, RH	541-3066		
HYDRAULICS, 3V, CPLR READY, SL	536-5343	PRODUCT LINK, CELLULAR PL641	565-0908		
GUARD, POWERTRAIN, LOWER	349-8165	HYDRAULICS, STANDARD	536-5284		
SEAT, DELUXE	563-5967	WEATHER, STANDARD	454-0612		
LIGHTS, AUX, LED, PREMIUM	559-0844	ENGINE, 938	536-5268		
GUARD, CRANKCASE	349-8163	PREP PACK, UNITED STATES	430-2943		
STANDARD RADIO (12V)	372-1868	STEERING, STANDARD	333-6858		
JUMPER LINES, AUX 3RD, FUSION	445-4725	DIFFERENTIAL, OPEN REAR	349-8014		
LINES, AUX 3RD, STD LIFT	530-1628	SERIALIZED TECHNICAL MEDIA KIT	421-8926		

TRADE-IN EQUIPMENT				
MODEL: _____	YEAR: _____	SN: _____	SELL PRICE	\$353,642.00
AYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SOURCEWELL DISCOUNT	(\$84,874.00)
MODEL: _____	YEAR: _____	SN: _____	PDI AND SETUP	\$2,676.00
AYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE	\$246,689.00
MODEL: _____	YEAR: _____	SN: _____	PETERSON DISCOUNT	(\$24,755.00)
AYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SALES TAX (0.57%)	\$1,406.11
MODEL: _____	YEAR: _____	SN: _____	AFTER TAX BALANCE	\$248,095.11
AYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

CATERPILLAR EQUIPMENT WARRANTY

INITIAL MS

USED 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:
12 Month, Unlimited Hours

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable: _____

CSA: _____

NOTES: _____

ADDITIONAL TERMS: THE UNDERSIGNED PURCHASER (IF MORE THAN ONE, JOINTLY AND SEVERALLY) HAVING BEEN QUOTED BOTH A TIME AND A CASH PRICE, HEREBY PURCHASES AN UNDERSIGNED SELLER HEREBY SELLS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES HEREOF. THE ABOVE DESCRIBED EQUIPMENT, HEREIN FURTHER CALLED "EQUIPMENT", IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HEREIN. THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING ALL TERMS AND CONDITIONS SET FORTH ON THE BACK HEREOF WHICH ARE HEREBY INCORPORATED HEREIN. 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 Meyer, Shane REPRESENTATIVE

Peterson PURCHASER

APPROVED AND ACCEPTED ON _____
DESCHUTES COUNTY ROAD DEPT PURCHASER

BY _____ SIGNATURE



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-notice/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.

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.

DESCHUTES COUNTY
Company

Company (Print)

Tim Brownell
Company Representative (Print)

[Signature]
Signature

July 26, 2023
Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID

TERMS AND CONDITIONS

. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

. 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 services, 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.

. 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.

. 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.

. 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.

. 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.

. **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 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 as applicable, or by contacting Caterpillar at 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.

. 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.

. 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.

0. 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."

1. 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).

