



## Road Machinery & Supplies Co.

We supply the equipment, support, and technology solutions that enable our customers to build infrastructure and industry in the communities we serve.

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jkesanen@rmseq.com

**Billing Address:**

CITY OF GRAND RAPIDS GRAND002  
500 SE 4TH ST  
GRAND RAPIDS MN 55744  
Main Phone# 2183267600  
Contact:  
Email:

**Shipping Address:**

05 - VIRGINIA Store  
315 N HOOVER RD  
VIRGINIA MN 55792

**2024 BOMAG MODEL BW120SL-5 BW120SL-5 ROLLER, 47" DOUBLE, ROPS S/N 961880931237, STOCK # 067883 W/ 3 HOURS**

**\$48,500.00**

E16-Rotary beacon  
FS33-Sliding seat plus extras  
S19-ROPS, hinged

FOB RMS Virginia

**Standard equipment**

- ? Multi-function display incl. operating hour meter
- ? Water level
- ? Electronic fuel gauge
- ? Emergency STOP
- ? Individual control,vibration '
- ? Intelligent Vibration Control (IVC)
- ? Integrated stowage compartment
- ? Adjustable operator's seat
- ? Lashing eyes, galvanized
- ? Back-up alarm
- ? Single point lifting device
- ? Vandalism protection
- ? Lockable engine cover
- ? Working lights, front and rear
- ? 12 V socket
- ? Seat contact switch

*\* Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*

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Virginia, MN • 218-741-9011

Negaunee, MI • 906-475-6488  
Des Moines, IA • 515-282-0404  
Cedar Rapids, IA • 319-363-9655

Sioux City, IA • 712-252-0538  
East Moline, IL • 309-755-7203  
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**Sub Total:** **\$48,500.00**

**Total Selling Price:** **\$48,500.00**

The 3-2-1 warranty upgrade only applies to orders for new equipment/machines from the date of machine transfer, and at the latest from 6 months after the BOMAG delivery date. Otherwise the same terms and conditions apply as for the BOMAG standard warranty. Service parts, wear parts and lubricants as well as damage caused by excessive stress or improper usage are not covered under this warranty.

On behalf of Road Machinery & Supplies Co., thank you for the opportunity to quote this equipment!

Sincerely,

Jacob Kesanen  
Territory Manager

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## Terms and Provisions

1. If Purchaser contemporaneously herewith or subsequently executes a security agreement or a lease agreement relating to the Equipment described on the face hereof (herein called "Equipment"), the terms and provisions of such security agreement or lease Agreement shall supersede all terms and provisions of this Equipment Order and Agreement (herein called "Agreement"). Without limiting the generality of the foregoing, if this agreement is superseded by a lease agreement, all payments made hereunder shall be determined to be rental, and Purchaser shall not be deemed to have acquired any equity in the Equipment.
2. Subject to the provisions of Paragraph 1, Seller agrees to sell and Purchaser agrees to purchase the Equipment for the price or prices and on the terms and conditions stated on the face hereof and on this page 2. Unless otherwise specified, the terms of this agreement are net cash on receipt of invoice. If payment is not made on or before the due date, the full unpaid balance shall, at Seller's option, be subject to interest until paid at the rate of 1 ½% per month if Purchaser is a corporation or at the highest legal rate permitted by law if the Purchaser is a partnership or an individual. Neither the loss, destruction, or damage of the Equipment, nor the renewal or extension of this contract, nor the institution of suit or procurement or judgement thereon; nor the hypothecation, assignment or discounting of this Agreement shall operate as payment or in any manner relieve Purchaser from his obligations hereunder.
3. To secure the performance of Purchaser's obligations under this Agreement, Purchaser hereby grants to Seller a security interest in the Equipment, effective upon delivery of the Equipment to Purchaser. Such interest shall be enforceable by Seller in accordance with the provisions of Article IX of the Minnesota Uniform Commercial Code. Until Purchaser has performed all obligations on the part of Purchaser to be performed under this Agreement, Purchaser agrees: (a) to keep the Equipment in good condition and repair at his own expense; (b) not to assign or transfer any interest in this Agreement, nor sell, assign, pledge, mortgage, encumber, suffer the creation of any lien, nor dispose of the Equipment or any part thereof, nor make any material change in Equipment, without the prior written consent of Seller; (c) to pay all taxes, charges and assessments of every character levied or assessed against the Equipment; (d) to keep the Equipment insured at his own expense, against all physical loss or damage, of whatsoever kind and nature and however caused, excepting only loss or damage occasioned by so-called uninsurable perils, such as war risk, nuclear energy peril and normal wear and tear, in an amount not less than the remaining balance due to the Seller with deductible amount not to exceed \$1,000.00 per loss, and to place such insurance through agencies or brokers and with insurance companies acceptable to Seller, with the proceeds thereon payable to Seller and Purchaser as their interest may appear; (e) to execute all documents which may be necessary for the perfection and recording of Seller's security interest in the Equipment.
4. Purchaser shall pay all transportation charges. Within five (5) days after delivery of the Equipment at the point of destination, Purchaser shall notify Seller in writing of any claimed defects in the Equipment or of any claimed failure by Seller to comply with its promises and obligations concerning the Equipment. If such notice in writing is not given to Seller by Purchaser within said time, then the Equipment shall be deemed to have been accepted by Purchaser and to be in full compliance with all terms, conditions, covenants and representations herein contained. Purchaser will ensure all persons operating equipment will have read the equipment operator's manual. If unable to locate, please contact the Seller to request a copy.
5. Purchaser may not return the Equipment without the written consent of Seller. If Seller consents in writing to such return, a charge of 10 percent may be made to Purchaser to cover handling expenses, except for Equipment found upon return to have been defective.
6. Seller shall not be liable to Purchaser if Seller cannot obtain the Equipment through the exercise of reasonable diligence, or if delivery is delayed or prevented by the manufacturer or by strike, accident, act of God, war, civil commotion or riot, governmental action or requirement, or other cause beyond the control of Seller. Seller assumes no responsibility and shall not be liable for any loss or damages, direct or consequential, alleged to have been caused by or resulting from the operation or non-operability of the Equipment.
7. If any equipment owned by Purchaser is to be traded in as part of this Agreement, but the same is not to be delivered to Seller until a time later than the date of this Agreement, Seller shall have the right to reappraise said trade-in equipment at the time of actual delivery to Seller, and said reappraisal value shall determine the Trade-In Allowance for said equipment.
8. PURCHASER ACKNOWLEDGES: (a) THAT PURCHASER MAKES THE FINAL SELECTION, IN ALL RESPECTS, OF THE EQUIPMENT; (b) THAT SELLER IS NOT A MANUFACTURER OF THE EQUIPMENT; (c) THAT PURCHASER ACCEPTS THE EQUIPMENT WITH ALL FAULTS, SUBJECT ONLY TO MANUFACTURERS AND/OR DEALER'S WRITTEN NEW EQUIPMENT WARRANTIES, IF ANY; (d) THAT UNLESS OTHERWISE SPECIFICALLY STATED ON THE FACE HEREOF, USED EQUIPMENT IS NOT SUBJECT TO ANY WARRANTY BY MANUFACTURER OR SELLER; (e) THAT NOTWITHSTANDING ANY WARRANTY, IF ANY, BY THE MANUFACTURER AND/OR SELLER, NEITHER MANUFACTURER NOR SELLER SHALL BE LIABLE FOR THE COST OF REPAIRS MADE OUTSIDE OF SELLER'S OR MANUFACTURER'S PLACE OF BUSINESS, UNLESS AUTHORIZED IN WRITING; (f) THAT THERE ARE NO WARRANTIES - EXPRESS, IMPLIED OR STATUTORY - ON THE PART OF SELLER AS TO FITNESS OF THE EQUIPMENT FOR ANY GENERAL OR SPECIFIC PURPOSE OR AS TO MERCHANTABILITY OR QUALITY; (g) NO PAYMENT REQUIRED HEREUNDER TO BE MADE BY PURCHASER SHALL BE DELAYED AWAITING SETTLEMENT OF ANY CLAIM.
9. If upon tender of delivery of the Equipment by Seller to Purchaser, Purchaser fails or refuses for any reason to complete the purchase transaction, Seller may in its discretion retain the Down Payment and the trade-in equipment as liquidated damages; or, at its option, Seller may resell or retain the trade-in equipment, and shall apply the Down Payment and the amount received on resale, or the fair market value of said equipment (if no resale) as of the date of Purchaser's breach, in reduction of Seller's damages, costs and expenses.
10. The following shall be deemed to be events of default by Purchaser: (a) the failure by Purchaser to comply with any term or provision of this Agreement, (b) the failure by Purchaser to make any payment provided for herein when due or payable; (c) any cessation or interruption of Purchaser's business as a going concern; (d) any assignment by Purchaser for the benefit of creditors; (e) any assignment or purported assignment by Purchaser, whether voluntary or by operation of law, of Purchaser's interest in the Equipment without the prior written consent of Seller; (f) the institution of any proceeding under the Bankruptcy Act, voluntary or involuntary, by or against Purchaser; (g) the commencement of any insolvency or receivership proceeding, voluntary or involuntary, against Purchaser; (h) the levy upon or seizure by judicial process of the Equipment or any part thereof; (i) the occurrence of any unusual or unreasonable depreciation in the value of the Equipment arising out of its use by Purchaser; or (j) the determination by Seller that it is insecure, for whatever reason, with respect to the Equipment or PURCHASER'S obligations hereunder. Upon Purchaser's default, the entire unpaid balance of the purchase price, together with accrued interest thereon and all other sums payable hereunder, at the option of the Seller and without notice, shall become immediately due and payable and Seller may exercise all rights and remedies available to it under the Minnesota Uniform Commercial Code as now enacted or as may be from time to time amended, and, in conjunction with, and in addition to or substitution for those rights and remedies, at Seller's discretion, Seller may, in conformity with law, and without liability to purchaser therefore, (a) enter upon Purchaser's premises to take possession of, assemble and collect the Equipment or to render it unusable, or (b) require purchaser to assemble the Equipment and make it available at a place Seller designates which is mutually convenient to allow Seller to take possession or dispose of the Equipment.
11. Purchaser agrees to pay Seller or its assignees the reasonable expenses of retaking, holding, preparing for sale, selling, and the like, and the reasonable attorney's fees and legal expenses incurred by Seller or said assignees in recovering possession of the equipment or in collecting any installment or the unpaid balances of the purchase price. If Purchaser fails to pay any installment or the unpaid balance when due, Seller or its assignees may refer the collection thereof to any person or collection agency or to any of the employees of Seller or its assignees, and Purchaser agrees to Pay Seller or its assignees a reasonable collection charge, which shall in no event be less than 5 percent of said delinquent installment or unpaid balance, or \$150.00 whichever is the greater.
12. The failure of Seller in any one or more instances to insist upon the performance of any term or provision of this Agreement or to exercise any right or privilege conferred by this Agreement, shall not be construed as thereafter waiving any such term, provision, right or privilege.

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- 13. If Purchaser fails or refuses, for any reason, to perform any provision of this Agreement required by Purchaser to be performed, Seller may, at its option, perform the same and, upon demand, shall be reimbursed its costs therefor by Purchaser.
- 14. If any provision of this Agreement is finally adjudged by any court to be invalid, the remaining provisions shall remain in full force and effect, and they shall be interpreted, performed and enforced as if said invalid provision did not appear herein.
- 15. All matters, whether sounding in tort or in contract, relating to the validity, construction, interpretation, performance, or enforcement of this Agreement shall be determined according to the laws of the State of Minnesota. Purchaser hereby waives the right to move for a change of venue in any action affecting the Equipment, and Seller may, at its option, bring said action in the city and county of its main office, or any branch office, or other location selected by it. All rights of exemption and homestead laws are hereby waived by Purchaser.
- 16. This Agreement and such security agreement or lease agreement as may hereafter be executed by the parties, embodies the entire agreement between Seller and Purchaser, and there are not other agreements, either oral or written. No change or modification of the terms of this Agreement or such security agreement or lease agreement shall be binding on Seller unless such change or modification be in writing and signed by an officer of Seller. A true and correct copy of this contract has been delivered to Purchaser, receipt of which is hereby acknowledged by Purchaser.

Pursuant to an Exchange Agreement between Road Machinery & Supplies Co. and North Star Deferred Exchange LLC, as Qualified Intermediary, the rights under this agreement to sell this equipment to you have been assigned by Road Machinery & Supplies Co. to North Star Deferred Exchange LLC. It is intended that this transaction be treated by Road Machinery & Supplies Co. as part of a tax deferred exchange. This treatment has no effect on your ownership of this equipment.

Customer Acceptance By: \_\_\_\_\_ Printed Name: \_\_\_\_\_

\_\_\_\_\_ Customer Initials: *All quoted prices are subject to change and will be confirmed at time of delivery. All applicable taxes, surcharges, and tariffs will apply at time of equipment invoicing – taxes are based on deliver/pick-up location and may vary from amount quoted. Additionally, if tax-exemption is being claimed, it is the customer's responsibility to provide RMS with a copy of their tax-exempt form.*

Date Signed: \_\_\_\_\_ Purchase order#: \_\_\_\_\_

Requested delivery date: \_\_\_\_\_ Ship Via: \_\_\_\_\_

Terms: \_\_\_\_\_

Subject to RMS Management approval

RMS Management Approval: \_\_\_\_\_

Credit Approval: \_\_\_\_\_

CA #: \_\_\_\_\_

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