



3300 Ogden Ave • Lisle, IL 60532

(630) 355-7150

6/4/2025

DATE

CUSTOMER ORDER#

Aaron Vargas

SALESPERSON

PURCHASER NAME: **VILLAGE OF HOMEWOOD PUBLI**

ADDRESS: **17755 ASHLAND AVE**

CITY, STATE, ZIP **HOMEWOOD, IL 60430** PHONE# **7082062914**

QTY	DESCRIPTION	PRICE
1	2025 John Deere 410 P Backhoe Loader	\$ 166,572.00
	Serial Number TBD Stock Number New Deere	
	• Full Machine 12 Month -Unlimited Hour Warranty	
	• 36 Mths - 3000 Hr Extended PT+H Warranty Machine Only	
	TRADE-IN: SERIAL NUMBER	
	2006 John Deere 410G with 3864 hours T0410GX960726	\$ 25,000.00
	T0410JX153661	\$ 20,000.00
		\$ -

TAXES*			
SALES	\$ -	SELLING PRICE	\$ 166,572.00
TIRE USER FEE		LESS TRADES-IN(S)	\$ (45,000.00)
COOK COUNTY USE	\$ -	SUBTOTAL	\$ 121,572.00
COOK COUNTY RETAIL	\$ -		
GROSS FET (12%)	\$ -	TOTAL TAXES*	\$ -
- Tire Credit	\$ -	SUBTOTAL	\$ 121,572.00
NET FET	\$ -		
C. OF CHICAGO	\$ -	TOTAL RENT TO APPLY	\$ -
TOTAL TAXES*	\$ -	PAYOFF OF TRADES	\$ -
RENT TO APPLY**		CASH DOWN PAYMENT	\$ -
RENTALS BILLED	\$ -	SECURE	\$ -
RENT TAX BILLED	\$ -	PM PLUS	\$ -
LESS SERVICE CHARGE	\$ -	OTHER	\$ -
TOTAL RENT TO APPLY**	\$ -	BALANCE DUE	\$ 121,572.00

TERMS: CASH ON DELIVERY _____ CONDITIONAL SALES CONTRACT _____ MAKE CHECKS PAYABLE TO: "WEST SIDE TRACTOR SALES CO"

NOTES:

WARRANTY CODE: _____ F.O.B. _____

ALL NEW EQUIPMENT IS SOLD UNDER THE STANDARD WARRANTY, IF ANY, OF THE MANUFACTURER.

ALL DELIVERIES ARE SUBJECT TO DELAYS CAUSED BY ACTS OF GOD, FIRES, STRIKES, WAR, INSURRECTIN OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF OURSELVES OR THE MANUFACTURER

IT IS UNDERSTOOD THAT THIS ORDER CONSTITUES THE ENTIRE CONTRACT AND SHALL NOT BE BINDING UNTIL OFFICIALLY ACCEPTED BY THE WEST SIDE TRACTOR SALES CO. PURCHASER HAS READ AND UNDERSTANDS WARRANTY TERMS AND REVERSE SIDE.

IF A TRADE-IN IS A PART OF THIS PURCHASE ORDER, "PURCHASER" HEREBY CERTIFIES THAT SUCH TRADE-IN(S) IS FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES EXCEPT AS SHOWN ABOVE.

YOU ARE HEREBY AUTHORIZED TO ENTER THE ABOVE ORDER FOR THE UNDERSIGNED

SALESPERSON: _____

PURCHASER: **VILLAGE OF HOMEWOOD PUBLI**

ACCEPTED FOR WEST SIDE TRACTOR SALES CO.

BY: _____

BY: _____

DATE: _____

Sales Manager

Revision 6/17/18

EQUIPMENT WARRANTY

1. **NEW EQUIPMENT.** The only warranties which a buyer of new equipment shall be entitled to are those warranties of the manufacturer presented to the Buyer at the time of delivery of such new equipment. NO WARRANTIES either expressed or implied, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, are given by Seller with respect to such new equipment.

2. **USED EQUIPMENT.** The following items are EXPRESSLY EXCLUDED from the coverage of any and all warranties, expressed or implied, given by Seller, with respect to used equipment: electrical equipment, glass, batteries, tires or under-carriage wear items, filters, oil or any repairs required due to neglect, abuse, or imprudent use by the Buyer. In the event of any question relating to the scope and applicability of this paragraph, the determination by a service representative designated by Seller shall be conclusive. In the event of any modification, alteration, addition, attachment, or repair to used equipment by anyone other than Seller, any and all warranties hereinafter set forth with respect to such equipment shall immediately become null and void. The following warranties are provided by Seller with respect to used equipment, subject to the exclusions set forth above:

(a) 30 DAYS: ALL PARTS AND LABOR IN OUR SHOP:

With respect to used equipment which has been completely rebuilt or reconditioned by Seller before delivery to Buyer, Seller expressly warrants such equipment to be free from defects in materials and workmanship, at the sole determination of Seller, for a period of thirty (30) days from date of purchase, if such equipment shall be delivered to Seller within such period. Seller's responsibility shall be limited to repair or replacement of such defective equipment, at Seller's option. This warranty may be limited to certain machine components if so stated on the face of this Order.

(b) 30 DAYS; 50-50 ALL PARTS AND LABOR IN OUR SHOP:

With respect to used equipment which has been repaired from time to time as needed by Seller before delivery to Buyer, Seller expressly warrants such equipment to be free from defects in materials and workmanship, at the sole determination of Seller, for a period of thirty (30) days from date of purchase, if such equipment shall be delivered to Seller within such period. Seller's responsibility shall be limited to repair or replacement, at Seller's option, at a cost calculated at list price for parts and labor, such cost to be shared equally between Buyer and Seller. Necessity for repair shall be a matter subject to the sole and final judgment of a service representative designated by Seller. Upon completion of repairs under this warranty, the Buyer's proportionate share of the cost thereof shall be paid in full as a condition precedent to the re-delivery of the equipment to the Buyer.

(c) AS IS - NO WARRANTY EXPRESSED OR IMPLIED:

With respect to used equipment sold to the Buyer in the same condition in which it was acquired by Seller, minor repairs before delivery to Buyer excepted, Seller makes NO WARRANTY either expressed or implied, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the Buyer assumes complete responsibility for any repairs, adjustments, or replacement of parts upon his acceptance of such equipment.

In the event that any of the warranties on Used Equipment set forth on the face of this Order are designated as "SUBJECT TO ONE (1) DAY TRIAL", the Buyer may take delivery for the sole purpose of subjecting the equipment to a fair test of its capabilities: PROVIDED, however, that by taking such conditional delivery of the equipment, Buyer expressly agrees to assume full and complete liability for the equipment and for any consequential contingent or incidental damages and liabilities howsoever arising as a result of the possession or use thereof, and expressly agrees to indemnify, protect and save harmless Seller from any and all claims, demands or suits related to, arising from, or connected with, such conditional delivery or the possession or use of such equipment by Buyer. Within forty-eight (48) hours of delivery of the equipment to him, Buyer must indicate by appropriate communication to the Seller either (1) his acceptance of the equipment under the terms and conditions expressed upon the face and reverse sides of this Order; or (2) the unacceptability of the equipment, in which case Buyer must return the said equipment to Seller in the same condition that it was received. In the event that Buyer fails to so notify the Seller within the aforesaid time period, the Buyer shall be deemed to have unconditionally accepted the equipment upon the terms and conditions expressed upon the face and reverse sides of this order.

(d) AS IS - WHERE IS - NO WARRANTY EXPRESSED OR IMPLIED:

With respect to used equipment sold to the Buyer in the same condition and at the same location in which it was acquired by the Seller, without regard to whether the equipment is in running condition or operable, Seller makes NO WARRANTY either expressed or implied. INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the Buyer assumes complete responsibility for any repairs, adjustments, or replacement of parts and accepts full and complete liability for the equipment in its present location and condition upon his acceptance of such equipment.

3. The type of Warranty written on the face of this Order is EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and shall not be construed as any way guaranteeing availability of equipment, new or used. Absence of a warranty statement on the face of the Order shall be construed as indication that the equipment is purchased under the terms and conditions of the **AS IS - WHERE IS - NO WARRANTY EXPRESSED OR IMPLIED** warranty above. Notwithstanding anything to the contrary herein contained, Seller shall not be liable for any consequential contingent or incidental damages whatsoever.

4. In the event that repairs are necessitated under any of the foregoing warranties, such repairs must be initiated prior to the expiration of the expressed warranty period in order to comply with the terms of the warranty. At the sole discretion of Seller, warranty repairs to equipment may be performed in the field, provided that prior thereto the Buyer agrees in writing to pay a compensatory sum for mileage and travel time of a designated service representative of Seller to and from the location of such equipment

5. In the event that the sale of equipment evidenced by this sales contract is for a basic cash purchase price in excess of Five Thousand Dollars (\$5,000.00), Buyer hereby grants a security interest in the equipment sold by Seller and proceeds thereof for the unpaid purchase price or any part thereof until payment in full of such purchase price is made as provided herein. Upon wrongful refusal of Buyer to accept delivery of the equipment, or upon failure to pay the purchase price thereof, Seller at its election may retake or resell the equipment and recover from Buyer all damages suffered, including repossession, transportation, selling and advertising costs, as well as costs of suit and attorney's fees of Twenty (20%) Per Cent of any claimed amount. Buyer hereby grants Seller the right to enter upon Buyer's premises without notice, and to reclaim any equipment of Seller, and Buyer waives any right of whatever nature or source to notice or judicial hearing prior to said entry, reclamation, or resale.

6. Buyer shall treat as confidential all drawings and data submitted by Seller pertaining to price, size and design. Buyer shall not give or show such drawings or data to others under any circumstances, unless specifically approved by Seller. All such drawings and data shall remain property of Seller. All data collected and utilized by Buyer is the sole property and responsibility of the Buyer and Seller shall not be held liable nor bear any responsibility for said data. Seller shall not be liable for any damages arising from and/or if determined use of this application are inaccurate, due to miss-entry of data, or calculations within the application itself. It is the sole responsibility of the Buyer to confirm the elevations in the field to match the plans in order to check the actual physical grade, as well as that all plans are up-to-date from changes, and to confirm that information matches all of the engineer requests.

"West Side has assigned its rights to sell rental machinery described herein to a Qualified Intermediary pursuant to an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement."