



SALES AGREEMENT

DATE Jun 19, 2025

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

S O L I D T O	PURCHASER	VILLAGE OF KRONENWETTER		<SAME>	
	STREET ADDRESS	1582 KRONENWETTER DR			
	CITY/STATE	KRONENWETTER, WI	COUNTY	MARATHON	
	POSTAL CODE	54455-7268	PHONE NO.	715-693-4200	
	CUSTOMER CONTACT:	EQUIPMENT	BRAD JACOBSON	715-693-4200	BJACOBSON@KRONENWETTER.ORG
		PRODUCT SUPPORT	BRAD JACOBSON	715-693-4200	BJACOBSON@KRONENWETTER.ORG
F.O.B. AT: Wausau					
INDUSTRY CODE: GOVERNMENTAL LOCAL HC(205A)			PRINCIPAL WORK CODE: HIGHWAYS & STREETS: CONSTRUCTION(200)		
CUSTOMER NUMBER 1263668		Sales Tax Exemption # (if applicable) 050336		CUSTOMER PO NUMBER	
PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>					
Cash With Order \$0.00		Balance To Finance 0.00			
Contract Interest Rate 0.00		Payment Period		Payment Amount 0.00 Number Of Payments 0	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: TBA		MODEL: 140JOY-BR		YEAR: 2025	
STOCK NUMBER: 25M00334		SERIAL NUMBER: 0EB301445		SMU: 0	
				NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>	
140 15A AWD MOTOR GRADER		577-3022	CAB, PREMIUM (ANTI-ICING GLASS)	385-9555	HEATER, ENGINE COOLANT, 120V
TRANSMISSION, AUTOSHIFT		396-3515	CAB, PREMIUM (INTERIOR)	397-7458	CIRCLE SAVER
CONTROL, AUTO ARTICULATION-FULL		435-2072	TIRES, 17.5R25 MX XSN0+ * G2 MP	252-0779	LIFT GROUP, MANUAL 1.5" ANSI
STABLE BLADE		458-2072	MOUNT, SNOW WING, FRAME RDY LED	551-6546	LIFT GROUP, FRONT MOUNTING
JOYSTICK CONTROLS, ADVANCED		458-8701	LIGHTS, WORKING, PLUS, LED	552-7285	ACCUMULATORS, BLADE LIFT
CROSS SLOPE AUTO, AWD		583-6979	LIGHTS, SERVICE, INTERNAL	380-3070	LINES, RIPPER, ADDITIONAL
COLD WEATHER PLUS PACKAGE AWD		394-4524	SNOW ARRANGEMENT	396-1966	SOUND SUPPRESSION (BOTTOM)
PRECLEANER, SY-KLONE		380-6775	HEADLIGHTS, FRONT, HIGH, LED	553-2589	MOLDBOARD, 14' PLUS
BASE+6(WM, WT+F, DA1, DA2, FL, RIP)		481-8610	CAMERA, REAR VISION	396-3921	HITCH, TOWING
STARTER, ELEC, EXTREME DUTY		395-3547	MIRRORS, OUTSIDE HEATED 24V	344-0984	LIGHTS, LED STROBE BEACON
LIGHTS, ROADING, LED		550-6608	GUARD, TRANSMISSION	366-2459	Front/Rear Fenders (Order from Superior Fender)
TRADE-IN EQUIPMENT					
MODEL: 140-15AWD - CATERPILLAR INC. (AA)		YEAR: 2021	SN: EB300348	PRICE AS EQUIPPED \$403,000.00	
PAYOUT TO:		AMOUNT:	PAID BY:	EXT WARRANTY Included	
MODEL:		YEAR:	SN:	CSA Included	
PAYOUT TO:		AMOUNT:	PAID BY:	LESS GROSS TRADE ALLOWANCE (\$300,000.00)	
MODEL:		YEAR:	SN:	SUB TOTAL \$103,000.00	
PAYOUT TO:		AMOUNT:	PAID BY:	SALES TAX (0%) \$0.00	
MODEL:		YEAR:	SN:	PAYOFF \$164,566.12	
PAYOUT TO:		AMOUNT:	PAID BY:	BALANCE DUE \$267,566.12	
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.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL		Payment Terms and Conditions:	
The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.					
Warranty applicable including expiration date where necessary: 12 Months, Unlimited Hours, Premier					
140_NEW-84 MO/4000 HR PREMIER					
CSA: 3yr/3000hr Filter CVA					
NOTES:					

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacture's warranty. In the event this machine is equipment with Product Link, I understand 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 me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY	Fabick	PURCHASER
	Stoller, Eric	
	REPRESENTATIVE	APPROVED AND ACCEPTED ON
		VILLAGE OF KRONENWETTER
		PURCHASER

BY _____
SIGNATURE

TITLE

TERMS AND CONDITIONS

This order is subject to the following 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, or Governmental action and any other causes beyond the control of the Seller 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.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. **To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

INITIAL

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at _____

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

by _____
(Title)

SIGNATURE