



**Ring Power**  
UTILITY | TRUCK | CRANE

# SALES ORDER

THIS ORDER IS SUBJECT TO MANAGEMENT AND CREDIT APPROVAL.

DATE: 2/13/2024 ACCT #: 027077 CONTACT NAME: BENNY JERRELS  
 BILL TO: LEVY COUNTY SOLID WASTE SHIP TO: BRONSON, FL  
 ADDRESS: PO BOX 1734  
 CITY/STATE/ZIP: BRONSON, FL 32621  
 PURCHASE ORDER #: TBD COUNTY: LEVY  
 FEI #: \_\_\_\_\_  
 SHIP TO PURCHASER ACCT#: \_\_\_\_\_

SHIP DATE: \_\_\_\_\_ SHIP VIA: \_\_\_\_\_ NEW  USED  RENTAL CONV.

QTY	MAKE	MODEL/DESCRIPTION	VIN#/SERIAL#	(UNIT PRICE)	(EXTENSION)
1	PALFINGER	M13A80	TBD	\$304,770.59	304,770.59

Comments: \_\_\_\_\_

Sale Price	\$304,770.59
Freight	
Subtotal	
Sales Tax	N/A
Surtax	
Total	\$304,770.59
Down Pmt.	

WARRANTY INCLUDED:  Yes  No  
 CAT INSURANCE:  Yes  No  TBD  
 COMMISSION SPLIT:  Yes  No SPLIT%: \_\_\_\_\_  
 SALESPERSON #: UX0 %: 100 /SALESPERSON #: \_\_\_\_\_ %: \_\_\_\_\_

TITLE TO BE MADE OUT TO: LEVY COUNTY SOLID WASTE  
 MAIL TEMP TAG TO: \_\_\_\_\_  
 Attn: BENNY JERRELS  
 Address: PO BOX 1734  
 City, State, Zip: BRONSON, FL 32621

WARRANTY INFO:  
 Contact: BENNY JERRELS  
 Address: PO BOX 1734  
 City, State, Zip: BRONSON, FL 32621  
 Email: 1BJERRELS@GMAIL.COM  
 Phone: 352-221-5186

TERMS: \_\_\_\_\_  
 Certificate of Insurance Added  
 Power of Attorney Attached (FL ONLY-MUST SEND ORIGINAL)  
 Tax Exempt (Certificate on file)  
 Purchaser to Pay Taxes When Registered  
 Signed Affidavit Attached (If taxes not charged on invoice)

**TRADE INFORMATION (if applicable)**  
 VIN#/Model & Serial Number: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Trade Allowance: \_\_\_\_\_ Good Through the Following Date: \_\_\_\_\_  
 Payoff On Trade: \_\_\_\_\_ Contract/Account #: \_\_\_\_\_  
 Finance Company Owed To: \_\_\_\_\_

-----  
**PURCHASER UNDERSTANDS AND ACCEPTS THAT SELLER WILL NOT DELIVER THE VEHICLE OR EQUIPMENT UNTIL ALL LIENS ARE SATISFIED ON THE PURCHASER'S TRADE IN. SELLER IS NOT LIABLE FOR LATE DELIVERY DUE TO THE TIME IT TAKES FOR PURCHASER SATISFY ITS LIENS.**  
 -----

RING POWER CORPORATION (Seller) Company: \_\_\_\_\_ (Purchaser)  
 Manager's Approval: ALLEGRO  
 Salesperson Name: MASON BEIMS By: \_\_\_\_\_  
 Salesperson #: UX0 Name: \_\_\_\_\_  
 Salesperson Store #: 01 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, fires, delays in manufacture or transportation, acts of God, embargoes, or governmental action or 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 vehicle or equipment shall not pass to the Purchaser until the purchase price (including all taxes) has been paid, but such title remains vested in the Seller until all sums due or to become due from the Purchaser to the Seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the Purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue, Seller may avail himself of any legal remedy including the right to repossess the vehicle or equipment without notice.
4. The Seller's responsibility for shipments ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Purchaser direct 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, and 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 vehicle or equipment 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. The Purchaser shall not, under any circumstance, sell or resell or otherwise convey, transfer or use the vehicle or equipment in connection with any person or country currently identified on the OFAC List or otherwise qualify as a Prohibited Person, and Purchaser represents and warrants that itself and its employees, agents, and contracts are not in violation of any legal requirements relating to anti-money laundering or anti-terrorism, including, without limitation, legal requirements related to transacting business with Prohibited Persons or the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56, and the related regulations issued thereunder, including temporary regulations, all as amended from time to time.  
Prohibited Person means (A) any person, group or entity named as a "Specially Designated National and Blocked Person" or as a person who commits, threatens to commit, supports, or is associated with terrorism as designated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (B) any person, group or entity named in the lists maintained by the United States Department of Commerce (Denied Persons and Entities), (C) any government or citizen of any country that is subject to a United States Embargo identified in regulations promulgated by OFAC, and (D) any person, group or entity named as a denied or blocked person or terrorist in any other list maintained by any agency of the United States government.
8. Vehicle or equipment described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Seller will cooperate with Purchaser in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Purchaser's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Seller will furnish at Seller's repair facilities during regular working hours such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Seller's repair facilities shall be borne solely by Purchaser. Except for warranty of title by Seller and except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period, Seller shall not be liable for defects in or for any damages or loss to the property sold nor caused by the property sold unless a special Seller's warranty is expressly written elsewhere hereon or in a separate writing signed by the Seller in a manner provided on the previous page hereof; and under no circumstances shall Seller or manufacturer be liable for any indirect, special, incidental or consequential damages to the Purchaser or to any third party. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW VEHICLE OR EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED; FURTHER, SELLER MAKES NO WARRANTIES WHATSOEVER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO USED VEHICLE OR EQUIPMENT AND PURCHASER TAKES ANY USED VEHICLE OR EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREON OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER IN THE MANNER PROVIDED ON THE PREVIOUS PAGE OF THIS ORDER.
9. PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PUNITIVE DAMAGES, COSTS, EXPENSES, CAUSES OF ACTION OR JUDGMENTS OF ANY KIND OR CHARACTER INCLUDING, WITHOUT LIMITATION, ANY INTEREST, PENALTY, REASONABLE ATTORNEY'S FEES AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH OR WITH THE DEFENSE THEREOF (COLLECTIVELY, THE "CLAIMS"), WITH RESPECT TO ALL LIABILITIES AND OBLIGATIONS OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS CAUSED BY, RELATED TO, ATTRIBUTABLE TO OR ARISING OUT OF THE OWNERSHIP OR OPERATION OF THE VEHICLE OR EQUIPMENT DESCRIBED HEREIN AFTER THE DATE OF SALE OR AS A RESULT OF PURCHASER'S BREACH OF THE TERMS AND CONDITIONS OF THIS ORDER.
10. This order is the sole and entire agreement between the parties with respect to the sale of the vehicle or equipment described herein. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties relating to the subject matter of this order other than those explicitly set forth herein. This order expresses the full and final agreement of the parties and incorporates and supersedes all prior and contemporaneous negotiations and agreements. Any and all terms and conditions contained in Seller's sales quote or other documentation that conflict with, differ from or that are not expressly included in the provisions of this order are rejected and shall be of no force or effect. This order shall not be modified in any way except by a writing signed by both parties.
11. Payment terms for this order are dependent upon approval. Purchaser understands and acknowledges payment terms are cash unless credit is approved, payment in advance may be required. With credit approval payment terms are as follows: Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the Purchaser agrees to pay finance charges and the cost of collection. Venue for all actions instituted for any indebtedness due and owing to Seller will lie exclusively in the courts located in Duval County, Florida. The parties agree that any proceeding brought concerning the Sales Order will be in the courts of the State of Florida and the parties accept exclusive personal jurisdiction of these courts. THE UNDERSIGNED KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY. Purchaser warrants that the funds used for payment will not originate from any person or country currently identified on the OFAC List or otherwise qualifies as a Prohibited Person. REMIT PAYMENT TO: PO BOX 935004, ATLANTA, GA 31193-5004

Customer Name: Levy Co. Landfill

Customer Signature: Benny Jones

Date: 2-14-24