



**Custom Truck & Equipment**  
 7701 E 24 Highway  
 Kansas City, MO 64125  
**Phone:** (816) 241-4888  
**Fax:** (816) 241-8826  
**www.customtruck.com**

**CUSTOM TRUCK & EQUIPMENT RETAIL BUYERS ORDER**

**City of Manor**  
 Lydia Collins, Director of Finance  
 Phone: (512) 272-5555  
 Email: lcollins@cityofmanor.org  
 Salesperson: Brian McCormick  
 Date: February 16, 2023  
 Quote Number: Q-26171

**TITLE INFORMATION**

**Name as it Should Appear on Title:** City of Manor  
**Address as it Should Appear on Title:** 105 E. Eggleston Street, Manor, TX 78653

**BILLING INFORMATION**

**Bill-To Name:** City of Manor  
**Address as it Should Appear on Invoice:** 105 E. Eggleston Street, Manor, TX 78653

**SALES ORDER**

UNIT(S) DESCRIPTION	PRICE
<b>New 2021 Chevrolet 5500 4X4 / 1166 Load King Chip Body</b>	<b>\$97,550.00</b>
QL-0054619 VIN: 1HTKJPVK6MH658733	
Year: 2021 Make: Chevrolet Model: 5500 Body Type: Chipper Body Truck	
Delivery Address: PO Box 387, Manor, TX 78653	Freight: \$ 0.00
Additional Notes: Customer pick up in Kansas City, MO.	

**\*\*ADMINISTRATIVE FEE: \$ 0.00**

**TOTAL: \$ 97,550.00**

Price is subject to change Without Notice and is Not Guaranteed due to Fluctuation in Material or Component Prices, Including Manufacturer's Surcharges.

**DEPOSIT WITH ORDER: \$ 0.00**

**AMOUNT DUE PRIOR TO PICKUP OR DELIVERY: \$ 97,550.00**

**THIS IS NOT AN INVOICE. Payment should not be made from this document. Freight and taxes quoted in this Retail Buyers Order, including Federal Excise Tax, sales tax and other taxes, are approximate and for estimation purposes only. Actual freight and taxes may vary and will be reflected on a final invoice. Any Purchase Order listed is for customer reference purposes only, terms and conditions of sale are dictated by this Retail Buyers Order.**

\*\*"AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW."

ACCEPTED DEALER (NAME) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

INITIALS

**PURCHASER'S CERTIFICATION**

- I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof. That this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND
- I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND

**TRANSIT DAMAGE**

3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

4. THIS IS A CASH SALE

5. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING

6. I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us  
**"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."**

## CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

Purchaser(s) Signature and Date I hereby agree to purchase from you under the terms and conditions specified:

X

7. If Purchaser intends to obtain a certificate of title for this vehicle in a state where selling dealer is licensed to sell this vehicle (or is not required to be licensed to sell this vehicle), Purchaser will accept delivery of this vehicle at a selling dealer location in that state, or such other location as selling dealer and Purchaser may agree. If Purchaser intends to obtain a certificate of title for this vehicle in a state where selling dealer is not licensed to sell this vehicle (and would have otherwise been required to be licensed to sell this vehicle), unless selling dealer and Purchaser otherwise agree, selling dealer will coordinate the shipment of this vehicle to purchaser from Kansas City, Missouri. In such case, Purchaser hereby authorizes selling dealer, on behalf of Purchaser, to enter into a shipping contract with a third-party common carrier for the shipment of this vehicle to Purchaser's physical address set forth on the first page of this Retail Buyers Order, or such other location as selling dealer and Purchaser may agree. Purchaser agrees that delivery of this vehicle, including the transfer of title and risk of loss to purchaser, will occur at the time that this vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure this vehicle while in transit, and the Purchaser will be the beneficiary of any claims for damage to this vehicle or losses occurring while this vehicle is in the possession of the common carrier. The shipping cost, if required, will either be included on this Retail Buyers Order as a separate line item, will be included in the purchase price of the vehicle or separately invoiced per Purchaser's instructions. The sale of this vehicle from selling dealer to Purchaser will be deemed to have occurred in Kansas City, Missouri.

### 8. ARBITRATION

MANDATORY ARBITRATION OF DISPUTES; ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.

b. A single arbiter engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively; may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

**NOTICE: LANGUAGE IN SECTION 3, SECTION 6, AND SECTION 7 BELOW DISCLAIMING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON VEHICLE WHICH IS SUBJECT OF THIS ORDER DOES NOT APPLY WHEN A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLE'S DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.**

### Provisions Applicable On Sale Of New Vehicle

1. **PRICE REVISION:** In the event the price to dealer of the series and body type ordered by purchaser is changed by the manufacturer prior to delivery to purchaser of the vehicle ordered by purchaser, dealer has the right to accordingly change the cash delivered price to purchaser, provided that if purchaser does not agree with such price change, purchaser may cancel this Purchase Order, in which event if a used vehicle has been traded in as a part of the consideration for the vehicle purchased by purchaser such traded-in vehicle shall be returned to purchaser upon payment of a reasonable charge for storage and repairs (if any), or, if such traded-in vehicle has been previously sold by dealer the amount received therefore less a selling commission of 15% and any expenses (for storing, insuring, conditioning or advertising such vehicle for sale) shall be returned to purchaser.

2. It is understood that there is not relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume to create, or attempt to assume to create, any obligation on behalf of or in the name of the manufacturer.

3. The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

The manufacturer's printed warranty offered on the sale of new vehicles will be furnished to the purchaser upon delivery of the vehicle. Copies of manufacturer's warranties are available for study

4. **IMPORTANT:** If your new passenger car or light truck purchased on or after January 1, 1958 is defective and cannot be made to conform to its applicable express warranty coverage after four repair attempts, or it is out of service for more than 30 calendar days during the period of one year or the term of its applicable express warranty, whichever is earlier, you may be entitled under state law to replacement or to a refund. You must first notify the manufacturer of the problem in writing and provide the manufacturer an opportunity to repair the vehicle.

### Provisions Applicable On Sale Of A Used Vehicle

5. **THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYERS GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVER- RIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

### 6. WITHOUT A WRITTEN DEALER'S WARRANTY

A. The vehicle described on the reverse of this page is being sold to you "AS IS" and "WITH ALL FAULTS," and THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Further, the undersigned acknowledges that he is not relying on any representations in purchasing this vehicle that may have been made by dealer or its agents or employees concerning the condition of the vehicle which are not stated herein. Purchaser shall not be entitled to recovery from the selling dealer for any consequential damages, incidental damages, property damage, or damages for loss of use, loss of time, loss of profits, for inconvenience or loss of income. If selling dealer issues a written express warranty or there remains a part of the manufacturer's warranty which has not expired according to its terms, this provision does not apply.

B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it was altered or disconnected prior to the time this vehicle came into the dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors, and assigns, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless the dealer there from.

## CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph 6

### 7. WITH A DEALER'S WRITTEN WARRANTY

A. The only warranties applying to the sale of this vehicle are those extended by the manufacturer in an unexpired manufacturer's warranty, if any so exists, and/or an express written limited warranty extended by selling dealer and delivered to purchaser at the time of delivery of this vehicle. The provisions and terms of such express written limited warranty are those set out in such instrument and SELLING DEALER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN LIMITED WARRANTY PROVIDED BY SELLER. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Further, selling dealer neither assumes nor authorizes any person to assume for it any liability other than that expressed in such instrument. The under- signed acknowledges that he is not relying on any representations herein. Purchaser's damages for the condition of this vehicle are limited and restricted to those which are recoverable by purchaser there under, including consequential or incidental damages. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation may not apply to you. If the vehicle is sold "as is" and "with all faults," this provision "A" does not apply.

B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it has altered or disconnected prior to the time this vehicle came into dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors and assignees, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless dealer there from.

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners, and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read, understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph

### Other Provisions

**8. NOTIFY SELLER WITHIN 20 DAYS:** Purchaser shall give notice to seller of any breach of contract of express or implied warranty applicable to the goods within twenty (20) days of the time he discovers or should have discovered said breach or the purchaser shall be barred from any remedy for the breach. Purchaser shall thereafter return the goods to seller, or anyone designated by seller. Within twenty (20) days after the notice of breach to allow the seller the opportunity to cure the breach or the purchaser shall be barred from any remedy for the breach.

**9. REAPPRAISAL OF TRADED-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the vehicle ordered by purchaser hereunder and such vehicle is not delivered to dealer until delivery to purchaser of the vehicle purchased by purchaser, such traded-in vehicle shall be reappraised at that time and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Purchase Order, purchaser may, if dissatisfied therewith, cancel this Purchase Order, provided, however, that such right to cancel is exercised prior to delivery of vehicle ordered hereunder to the purchaser and surrender of the traded-in vehicle to dealer.

**10. PURCHASER'S WARRANTY OF TITLE AND PROMPT DELIVER OF TITLE:** Purchaser warrants that the traded-in vehicle is his property free and clear of all liens and encumbrances except as otherwise noted on the title. Purchaser understands that the delivery and assignment of the certificate of title to any traded-in vehicle is an integral part of the entire sale transaction expressed in this retail buyer's order. If purchaser does not simultaneously assign and deliver the certificate of title at the time of trade-in or fails to do so within fifteen days of the trade-in, seller may: (1) cancel the sale/purchase order and exercise any and all remedies under law including repossession; or (2) treat the sale in every respect as if no trade-in took place and revise the purchase price for the ordered vehicle accordingly. In such cases, purchaser's trade-in will be returned upon payment of a reasonable charge for storage and repairs, if any.

**11. FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Unless this Purchase Order shall have been cancelled by purchaser under and in accordance with the provision of paragraphs "1" or "9" above, dealer shall have the right upon failure or refusal of purchaser to accept delivery of the vehicle ordered and to comply with the terms of this Purchase Order, to retain as liquidated damages any cash deposit made by the purchaser, and in the event a vehicle has been traded-in as a part of the consideration for the vehicle ordered by purchaser hereunder to sell such traded-in vehicle and reimburse himself with the proceeds of such sale for the expenses specified in paragraph "1" above and for such other expenses and losses as dealer may incur or suffer as a result of such failure or refusal by purchaser.

**12. FAILURE OR DELAY OF DELIVERY:** Dealer shall not be liable for failure to deliver or delay in delivery of the vehicle, accessories, or other parts thereof covered by the Purchase Order where such failure or delay is due, in whole or in part, to any cause other than the negligence of the dealer.