



SALES AGREEMENT

DATE Jun 05, 2024

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

Visit our website: www.fabickcat.com

PURCHASER	CITY OF MAUSTON			
S	STREET ADDRESS	303 MANSION STREET		<SAME>
O	CITY/STATE	MAUSTON, WI	COUNTY	JUNEAU
L	POSTAL CODE	53948	PHONE NO.	608-847-6676
D				
T	CUSTOMER CONTACT:	EQUIPMENT	KERRY KUWITZKY 608-574-6664	KKUWITZKY@MAUSTON.COM
O		PRODUCT SUPPORT	KERRY KUWITZKY 608-574-6664	KKUWITZKY@MAUSTON.COM
				F.O.B. AT: La Crosse

INDUSTRY CODE: GOVERNMENTAL LOCAL HC (205A)	PRINCIPAL WORK CODE: GOVERNMENTAL (A30)
---	---

CUSTOMER NUMBER 3024864	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER
-------------------------	---	--------------------

PAYMENT TERMS:	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" 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	0.00
		Payment Amount	0.00
		Number Of Payments	0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA	MODEL: WT-BHL	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBA	SERIAL NUMBER: TBA	SMU: TBA	

CAT 430-07 HT Non Rotating Sorting & Demolition Grapple from AMI Attachments

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	
MODEL: _____	YEAR: _____ SN: _____		\$11,425.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SUB TOTAL	\$11,425.00
MODEL: _____	YEAR: _____ SN: _____	SALES TAX (0%)	\$0.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	BALANCE DUE	\$11,425.00
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

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: Tax Exempt. Delivery date is 10-12 weeks from time of order.
<p>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.</p> <p>Warranty applicable including expiration date where necessary: 12 Month, Unlimited Hours</p>		

CSA:	
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	APPROVED AND ACCEPTED ON	PURCHASER
Muehlenkamp, Thomas		CITY OF MAUSTON	
	REPRESENTATIVE		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



SALES AGREEMENT

DATE Oct 10, 2024

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

Visit our website: www.fabickcat.com

PURCHASER	CITY OF MAUSTON		
STREET ADDRESS	1260 NORTH ROAD		<SAME>
CITY/STATE	MAUSTON, WI	COUNTY	JUNEAU
POSTAL CODE	53948	PHONE NO.	608-547-6664
CUSTOMER CONTACT:	EQUIPMENT	Kerry Kuwitzky 608-547-6664	KKUWITZKY@MAUSTON.COM
	PRODUCT SUPPORT	Kerry Kuwitzky 608-547-6664	KKUWITZKY@MAUSTON.COM
			F.O.B. AT: La Crosse

INDUSTRY CODE: GOVERNMENTAL LOCAL HC(205A) PRINCIPAL WORK CODE: GOVERNMENTAL (A30)

CUSTOMER NUMBER	\$049741	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
-----------------	----------	---------------------------------------	-----	--------------------	--

PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE NET ON DELIVERY FINANCIAL SERVICES ISC LEASE

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: CATERPILLAR INC.	MODEL: 430-07HT	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: 24M04872	SERIAL NUMBER: 0H8W01542	SMU: TBA	
430 07A BACKHOE LOADER CFG2	543-3343	430 LANE 2 ZCON	628-8814
TRIM PACKAGE 2	642-9585	COUPLING,QD,THREADED WITH CAPS	456-3390
BELT, SEAT, 2" SUSPENSION	206-1747	BEACON, MAGNETIC MOUNT, STROBE	433-0154
PRODUCT LINK, CELLULAR, PLE643	639-4880	PINS, SPARE	318-9902
TIRES, 12.5 80/19.5L-24, GY	379-2161	BUCKET-MP, 1.3 YD3, PO	337-7436
STABILIZER PADS, FLIP-OVER	9R-6007	CUTTING EDGE, TWO PIECE	9R-5321
LOADER BUCKET PINS	545-8548	BUCKET-HD, 24", 7.3 FT3, PL	247-1950
COUPLER, PG, MAN.D.LOCK, BHL	444-7500		
FENDERS, FRONT 4WD	563-6098		
MIRRORS, EXTERNAL, BOTH SIDES	382-2499		
RUST PREVENTATIVE APPLICATOR	462-1033		

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	
MODEL: _____	YEAR: _____ SN: _____		\$157,300.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	EXT WARRANTY	Included
MODEL: _____	YEAR: _____ SN: _____	SUB TOTAL	\$157,300.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SALES TAX (0%)	\$0.00
MODEL: _____	YEAR: _____ SN: _____	BALANCE DUE	\$157,300.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

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.

CATERPILLAR EQUIPMENT WARRANTY

INITIAL _____

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.

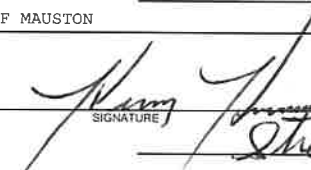
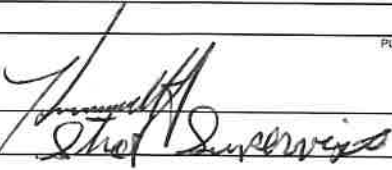
Warranty applicable including expiration date where necessary:
12 Months, Unlimited Hours, Premier
430-60 MO/2000 HR PREMIER

Payment Terms and Conditions:
Tax Exempt. Subject to availability.

CSA: _____

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 for 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
<u>Muehlenkamp, Thomas</u>		
REPRESENTATIVE	APPROVED AND ACCEPTED ON	
	<u>CITY OF MAUSTON</u>	
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