



Customer PO# :

Thank you for your Business!

DATE: \_\_\_\_\_

**CUSTOMER ORDER FORM**

**BILL TO:**

Company \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**SHIP TO:**

Company \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_

**Salesperson:** Billy Burr

Qty.	Description	Sales Price
1	NEW JCB 35Z-1 Compact Excavator (equipped with enclosed cab w/ AC, heat, 25hp Perkins engine, joystick pilot controls, 2-way dozer blade, standard & high flow auxiliary hydraulics, front & rear work lights, mechanical quick-coupler, hydraulic thumb, 18" bucket w/ bolt-on teeth)	\$ 73,800.00
1	***SOURCEWELL DISCOUNT (20%)***	\$ (14,760.00)
<b>***NOTES***</b>		
Standard Factory Warranty : 2 Year / 2,000 Hour FULL Machine		
Sourcewell Contract # 020223-JCB		

**\* Terms of Payment (circle option)**

PO  
 Lease  
 Finance  
 Check / Wire Transfer

SubTotal	\$ 59,040.00
FL Tax (6%)	\$ -
County Surtax	\$ -
Doc Fee	\$ -
<b>GRAND TOTAL</b>	<b>\$ 59,040.00 *</b>

\*Plus Applicable Sales Tax

**Requested Delivery Date:** \_\_\_\_\_

**Buyer's Signature**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**ACCEPTANCE**

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contract and agreements are not valid unless approved and accepted in writing in the corporate office in Tampa, FL. However, all contracts shall be deemed to have been executed in Florida.

**DELIVERIES**

Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

**DELAYS**

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the seller's control, and in no event will the seller be liable for consequential delays or losses.

**CANCELLATIONS**

Orders cannot be scheduled, cancelled, specifications changed or goods returned without seller's prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. A 30% restocking fee will be charged for any and all cancelled orders.

**WARRANTIES**

The seller's liability is limited to making good defects in workmanship or material under the manufacturer's warranty and shall not exceed the purchase price of the defective item. The seller in no even shall be liable for damages to persons or property arising out of the use of items sold. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

**PERFORMANCES**

Information provided concerning performance of equipment listed heron are engineering estimates only and no guarantee to meet such specifications is to be implied.

**CONFIDENTIAL INFORMATION**

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchaser's use and are not to be used in any way detrimental to the seller.

**TERMS OF SALE**

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. Factory, sales or use taxes, any type of property tax or any manufacturer's or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to approval of our credit department. This and all subsequent purchases are payable to Briggs Equipment/Briggs JCB located in Tampa, FL. The seller reserves the right to cancel this contract and collect fees as noted in "cancellations" upon:

- Breach of contract by the purchaser.
- Failure by purchaser to make payments as required.
- Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general.

No terms contained in the purchaser's purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.