



**Steffen Truck and Equipment, Inc**

4535 Harbor Drive  
Sioux City, IA 51111  
P: (712) 279-8080 TF: (712) 279-8070  
www.NorthAmericanTruckTrailer.com

**BILL OF SALE**

Date: 09/14/2020  
Deal#: 2020-2703 | DE-36237  
Invoice#: ST1279  
Salesperson: Mike Feathers

**-----WIRING INSTRUCTIONS-----**

**First Bank & Trust | 520 6th St | Brookings | SD | 57006-5057 | (605) 696-2265 | ABA# 091408446 | ACCT# 1100206737  
NAME: North American Truck & Trailer | (605)332-7112 | Fax (605) 367-1225**

Bill To: PROS-007158  
CITY OF OELWEIN  
20 2nd Ave SW  
Oelwein IA 50662  
Phone: (319)283-1197

Ship To:  
CITY OF OELWEIN  
20 2nd Ave SW  
Oelwein, IA 50662

<u>Stock#</u>	<u>VIN#</u>	<u>Year</u>   <u>Make</u>   <u>Model</u>   <u>Odometer</u>   <u>Color</u>	<u>Price:</u>	<u>Amount</u>
MPFP1292	IHTMPAFL07H389385	2007   INTERNATIONAL   4200   38800   White		\$27,000.00
			<b>Total Price</b>	<b>\$27,000.00</b>
			<b>Total</b>	<b>\$27,000.00</b> <b>(US Dollars)</b>

This is a cash sale. No credit is being extended to the Purchaser. This Order includes all the terms and conditions on this and subsequent pages, supersedes any prior agreement, and is the complete and exclusive statement of all terms and conditions. If this Order is for a used vehicle as defined in 16 C.F.R 455 the following Statement applies:  
**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.  
INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**  
THE SALE AND DELIVERY OF VEHICLE SHALL NOT BE DEEMED COMPLETE UNTIL DEALER RECEIVES THE FULLY EXECUTED PURCHASE DOCUMENTS, INCLUDING WITHOUT LIMITATION, BILL OF SALE, ADDITIONAL TERMS AND CONDITIONS, VEHICLE DELIVERY RECEIPT, REPRESENTATIONS OF PURCHASER, TRADE TITLE AND ANY/ALL LIEN RELEASES (IF APPLICABLE), AND COLLECTED/CLEARED PURCHASE FUNDS.

NOTICE TO THE PURCHASER: Do not sign this order before you have read all of the terms and conditions on ALL PAGES. You are entitled to an exact copy of the order you sign. PURCHASER ACKNOWLEDGES he as read and received a complete copy of this order and if applicable, the window form. PURCHASER CERTIFIES he is of majority age and no credit has been extended. THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

**X** \_\_\_\_\_ 09/02/2020 \_\_\_\_\_ Mike Feathers  
Purchaser's Signature Date Sales Representative  
\_\_\_\_\_  
Purchaser's Signature Date Manager

## ADDITIONAL TERMS AND CONDITIONS

- 1). **DEFINITION OF TERMS:** As used in this Order there terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- 2). **PRICE REVISION:** in the event the price to Dealer of the motor vehicle ordered by Purchaser is changed by the manufacturer prior to delivery to 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 Order. If a used vehicle has been traded in as a part of the consideration for the vehicle purchased by Purchaser, such trade-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 therefor less a selling commission of 15% and any expense (for storing, insuring, conditioning, or advertising such vehicle for sale) shall be returned to Purchaser
- 3). **REAPPRAISAL OF TRADED-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser 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 reappraised value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefor shown on the face of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to delivery of the vehicle ordered hereunder to the Purchaser and surrender of the traded-in vehicle to Dealer.
- 4). **FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
- 5). **CHANGES BY MANUFACTURER OF THE SERIES AND BODY TYPE:** In the event of a change by Manufacturer in design, chassis, accessories or parts thereof of the series and body type ordered by Purchaser, Dealer shall have no obligation to Purchaser to make the same or any similar change in any vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- 6). **PURCHASER'S WARRANTY OF TITLE:** Purchaser agrees to deliver to Dealer satisfactory evidence of title to any motor vehicle traded in as a part of the consideration for the motor vehicle ordered herein at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all lien and encumbrances except as otherwise noted herein.
- 7). **FAILURE OR DELAY OF DELIVERY:** Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

### INITIALS

- 8). **TRADE TITLE(S):** If dealer doesn't receive trade title(s) within 29 days from date of contract, under South Dakota law, dealer will not release title(s) to purchased vehicle until trade title(s) are received.
- 9). It is agreed that any dispute arising pursuant to or in relation to the Purchase Order for a Motor Vehicle hereunder shall be venued in the County of Minnehaha, Second Judicial Circuit, State of South Dakota, and that this agreement may be pled as a bar to any proceeding commenced in different venue. PURCHASER agrees that in the event litigation is commenced against the Seller hereunder that the Seller shall be entitled to recoup its expenses incurred in defending said action, including reasonable attorney fees and costs, in the event Seller is successful in defending said action.

All titles and MSO's will be held for 15 business days unless we have collected funds (i.e. wire transfer).  
No exceptions to this policy. The customer signature below acknowledges this policy.

Purchaser hereby acknowledges that the tightening and clamping force of all nuts, bolts, clamps and other types of fasteners are maintenance items and are NOT covered by warranty, either OEM or Seller.

10). **DISCLAIMER OF WARRANTY:** The dealer expressly disclaims all warranties, either express or implied. INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The dealer may provide the purchaser with a separate writing in which the dealer expressly agrees to assume certain obligations which obligations shall not be expanded beyond the terms of such separate writing. The dealer is not a party to any manufacturers' warranty and neither assumes nor authorized any other person to assume for the dealer any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the dealer any consequential damages, damages to property, damages from loss of use, loss of profits or income, or any other incidental damages. Purchaser acknowledges being so informed in writing prior to sale.

CUSTOMER SIGNATURE \_\_\_\_\_



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Date: 09/02/2020  
Deal#: DE-36237  
Invoice#: ST1279  
Salesperson: Mike Feathers

First Bank & Trust | 520 6th St | Brookings | SD | 57006-5057 | (605) 696-2265 | ABA# 091408446 | ACCT# 1100206737

**TRUCK DELIVERY RECEIPT**

INVOICE NUMBER:

**ST1279**

STOCK#	YEAR	MAKE	MODEL	VIN
MPFP1292	2007	INTERNATIONAL	4200	IHTMPAFL07H389385

**Received the above described unit in good condition. Undersigned assumes all responsibility and risk of loss or damage.**

DATE: 09/02/2020

CUSTOMER REPRESENTATIVE:  \_\_\_\_\_

CUSTOMER NAME: CITY OF OELWEIN

ADDRESS: 20 2nd Ave SW

CITY, STATE ZIP: Oelwein IA 50662

**Steffen Truck and Equipment, Inc**

4535 Harbor Drive  
Sioux City, IA 51111

REPRESENTATIONS OF PURCHASER

- 1. The PURCHASER represents and warrants that he/she/it is purchasing a piece/piece(s) of new or used equipment as more fully set forth in the Purchase Order for a Motor Vehicle dated September, 2nd, 2020 and entered into herewith.

Vehicle Info:

<u>STOCK#</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN#</u>
MPFP1292	2007	INTERNATIONAL	4200	IHTMPAFL07H389385

- 2. The PURCHASER represents and warrants that he/she/it has read the purchase agreement and specifically acknowledges that the item(s) of equipment being purchased hereunder are being sold WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 3. The PURCHASER acknowledges and agrees that no representations, warranties or guaranties have been made to he/she/it by the sales person or any employee or agent of the Seller hereunder regarding the equipment whatsoever. The PURCHASER agrees that this equipment is being sold in its "AS IS" condition unless specifically stated in Section 4 and 5 below.
- 4. If there have been any warranties, representations or guaranties by the sales person or any other employee, agent or representative of the Seller they must be stated here:

Warranties or Representation made pursuant to this sale are as follows:

a. \_\_\_\_\_

b. **NONE. IF NO WARRANTIES OR REPRESENTATIONS HAVE BEEN MADE PURCHASER MUST INITIAL AS SUCH HERE**

**X** \_\_\_\_\_

- 5. Unless the PURCHASER has separate documents evidencing the purchase of extended warranties, the vehicle or equipment is sold without any express or implied warranties by the Seller. If the PURCHASER bought any extended warranties, these warranties are a separate contract between the PURCHASER and a separate and unrelated third party vendor.
- 6. Currently some states require that trucks be CARB certified. This certification must come from the truck manufacturer and must be ordered at the time the new truck is ordered. Only new trucks qualify for CARB certification. All new trucks that are CARB certified must have a "CARB Certification" sticker displayed on the truck as installed by the truck manufacturer. If you new truck is CARB certified and the certification sticker is removed for ANY REASON after the truck leaves the dealership, then the PURCHASER agrees not to hold the Seller liable for any cost incurred in replacing the CARB sticker. In other words, the PURCHASER agrees to be 100% responsible for the cost of any replacement CARB sticker.
- 7. GAP Insurance: The PURCHASER hereby acknowledges and agrees that he/she/it was offered GAP insurance and declined to purchase the same, except if the PURCHASER entered into a separate agreement purchasing GAP insurance.

8. Glider kits: If the Purchase Order is for a glider kit (not a complete chassis), the PURCHASER hereby agrees to and acknowledges the following very IMPORTANT points:
- a. The PURCHASER agrees to inspect all kits and report all missing parts within the time period allowed by the Manufacturer (i.e. Kenworth, etc.), otherwise, the PURCHASER agrees to waive any and all future claims for missing parts.
  - b. The PURCHASER acknowledges and agrees that the Seller is treating this transaction as a parts sale, unless it is a complete chassis, and is subject to sales tax and not federal excise tax.
  - c. The PURCHASER acknowledges that he/she/it has been informed that the finished or partially finished (glider kit) product may be subject to Federal Excise Tax. The PURCHASER agrees to reimburse and indemnify the Seller for any and all Federal Excise Taxes, interest and penalties that maybe assessed by the appropriate governmental agency (i.e. Internal Revenue Service) against the Seller regarding the sale of this glider kit, now and in the future. The Seller recommends that the PURCHASER contact their own tax professional regarding the Federal Excise Tax rules and how they might apply to this transaction.
  - d. The PURCHASER hereby acknowledges that they have been advised of the following risk:
    - i. At times, there may be difference between the cost of a completed glider kit and the PURCHASER'S insurance coverage. Therefore, the PURCHASER should contact their insurance company and review any risk.
    - ii. Generally the value of a completed glider kit is worth less than the value on a comparable manufacturer built vehicle. Therefore, the PURCHASER hereby acknowledges that a future valuation variance may exist and they agree to assume said risk.
9. It is agreed that any dispute arising pursuant to or in relation to the Purchase Order for a Motor Vehicle hereunder shall be venued in the County of Minnehaha, Second Judicial Circuit, State of South Dakota, and that this agreement may be pled as a bar to any proceeding commenced in different venue. PURCHASER agrees that in the event litigation is commenced against the Seller hereunder that the Seller shall be entitled to recoup its expenses incurred in defending said action, including reasonable attorney fees and costs, in the event Seller is successful in defending said action.

All titles and MSO's will be held for 15 business days unless we have collected funds(i.e. wire transfer). No exceptions to this policy. The customer signature below acknowledges this policy.

Purchaser hereby acknowledges that the tightening and clamping force of all nuts, bolts, clamps and other types of fasteners are maintenance items and are NOT covered by warranty, either OEM or Seller.

Purchaser hereby acknowledges and agrees that (i) the vehicles or equipment purchased hereunder may be equipped with used tires or unused but aged tires, and that used or aged tires may fail in use, causing loss of vehicle control and personal injury or death; (ii) Seller has made no representations, warranties or guaranties regarding the age of the tires their useful life or safety.

SD Residents		
SSC#	Fed Tax ID#	Drivers License #
_____	_____	_____

Signed and Agreed to on this 2nd day of September 2020.

**Steffen Truck and Equipment, Inc**

By Mike Feathers  
Salesman or Seller's Agent

**CITY OF OELWEIN**

By \_\_\_\_\_  
**PURCHASER'S Signature**

By \_\_\_\_\_  
**CO-PURCHASER'S Signature**