

Foley Equipment Company, 1550 S. West Street, Wichita, KS 67213 Phone:(316) 943-4211

PURCHASER	CITY OF OLATHE			
STREET ADDRESS	PO BOX 768			
S O L D	CITY/STATE	OLATHE, KS	COUNTY	JOHNSON
	POSTAL CODE	66051-0768	PHONE NO.	913 971 8600
T O	CUSTOMER CONTACT:	EQUIPMENT	CHAD COURTOIS	
		PRODUCT SUPPORT	CHAD COURTOIS	
	INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
		(CITY/COUNTY) (9121)		
CUSTOMER NUMBER 018918		Sales Tax Exemption # (if applicable) KS6XLFHVA1		CUSTOMER PO NUMBER
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	CSC <input type="checkbox"/> LEASE <input type="checkbox"/>
	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	OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: TBA		MODEL: CB34B		YEAR: TBA
STOCK NUMBER: SGN0543		SERIAL NUMBER: OXB400853		
CB34B UTILITY COMPACTOR		367-6625	PRODUCT LINK INSTALLATION	463-3787
ENGINE, TIER 4F, STAGE 4		367-6580	PRODUCT LINK, CELLULAR PL641	454-5454
PROPEL, STANDARD		456-2578		
PUMP, PROPEL, STANDARD		367-6593		
OIL, HYDR, FACTORY FILLED		367-6636		
LIGHTING PACKAGE, STANDARD		432-6053		
SEAT, WITH SAFETY SWITCH		364-2277		
BELT, SEAT, 2" SUSPENSION		376-7962		
SUPPORT, SLIDING FOR SEAT		364-2279		
ROPS, FOLDABLE		367-6629		
TRAVEL CONTROL, DUAL LEVER		367-6538		
INSTRUCTIONS, NORTH AMERICAN		364-2281		
SERIALIZED TECHNICAL MEDIA KIT		421-8926		
ROLL ON-ROLL OFF		0G-0044		
SWITCH, BATTERY DISCONNECT		364-2297		
TRADE-IN EQUIPMENT			SELL PRICE	\$71,744.00
MODEL:	YEAR:	SN.:	EXT WARRANTY	\$954.00
PAYOUT TO:	AMOUNT:	PAID BY:	SOURCEWELL DISCOUNT 19% OF LIST	(\$13,631.00)
MODEL:	YEAR:	SN.:	FOLEY LOYALTY DISCOUNT	(\$7,300.00)
PAYOUT TO:	AMOUNT:	PAID BY:	NET BALANCE DUE	\$51,767.00
MODEL:	YEAR:	SN.:	PDI/FREIGHT TO CUSTOMER	\$1,144.00
PAYOUT TO:	AMOUNT:	PAID BY:	PLUS ANY APPLICABLE TAXES	\$52,911.00
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			ACH Information:	
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.			Bank = Wells Fargo NA	
			ABA number 121000248	
			Account number 4121956387	
			Email remittance advice to ACHPMTS@foleyeq.com	
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY	
INITIAL			INITIAL	
The customer acknowledges that he has received a copy of the Foley Equipment Company/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 36 Month / 1500 Hour Premier Warranty with Travel				
CSA:				
NOTES: Attached pricing based on 2019 Sourcewell / Caterpillar national agreement # 032119-CAT				

☐ By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. ☒ By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

## THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY

John Pamperin

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF OLATHE

PURCHASER

SALES MANAGER BY

SIGNATURE

TITLE



# TERMS AND CONDITIONS

1. 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 manufacturing 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 enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer 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 Buyer agrees that this order shall not be countermanded by him, 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 representative or terms made by any agent relative to this transaction which are not embodied herein.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
7. **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped 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 operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials \_\_\_\_\_