

VOL. 98 PAGE 0584

Subject: ALAMO**From:** Jeff Coleman (Jeff.Coleman@austinturf.com)**To:** panolarb@att.net;**Date:** Thursday, May 5, 2016 3:03 PM

Kim, Please see the attached revised Alamo 4wd Package pricing to replace/void the pricing from the previous 2wd unit PO.

Thank you for your valued time and business.

Best Regards,

J.W. Coleman

East Texas Account Manager



2098 Valley View Lane

Farmers Branch, Texas 75234

903-738-0047 pocket

214.630.3366 fax

jeff.coleman@austinturf.com

Attachments

- image001.jpg (2.63KB)
- image002.jpg (1.28KB)
- Panola County Pct 1 REVISED ALAMO 20164wd (3).doc (258.50KB)



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products

VOL.

98 PAGE 0585

44966998

CUSTOMER'S NAME & ADDRESS (First Signer)		
NAME (First, Middle Initial, Last) PANOLA COUNTY		
(SECOND LINE OF OWNER NAME)		
STREET or RR 1121 E SABINE		
CITY CARTHAGE	STATE TX	ZIP CODE 75602
COUNTY PANOLA	Purchaser Acct.	PHONE NUMBER
E-mail ADDRESS		
CUSTOMER'S NAME & ADDRESS (Second Signer)		
NAME		
STREET or RR		
CITY	STATE	ZIP CODE
E-mail ADDRESS		

Date of Order 05/05/2016	Company Unit U.S.A.	Dealer Order No.	Dealer Account No.
CASH SALE <input checked="" type="checkbox"/>	LEASE SALE <input type="checkbox"/>	TIME SALE <input type="checkbox"/>	
SOC. SEC. <input type="checkbox"/>	IRS No. <input type="checkbox"/>	EIN No. <input type="checkbox"/>	Cust. Sales Tax Exempt No.
SELLER'S NAME & ADDRESS DOGETT MACHINERY SERVICES 413 S. EASTMAN RD. LONGVIEW, TX. 75602			
CUSTOMER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government		Add Customer Name To Mail List (Check One or More)	
Use the drop down arrows below for selection of the correct PURCHASER TYPE and MARKET USE CODE.			
PURCHASER TYPE M Medium Fleet (10-24)		MARKET USE CD. 48 Bridge Const.	

EXTENDED COVERAGE IS: <input checked="" type="checkbox"/> Accepted (Initials) <input type="checkbox"/> Rejected (Initials)		LOCATION OF FIRST WORKING USE >	COUNTY PANOLA	CITY CARTHAGE	STATE TX	COUNTY CODE
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I (We), the undersigned, hereby order from you the Equipment described below, to be delivered as shown below. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY.	NEW DEMO RENTAL USED	EQUIPMENT (Give Model, Size & Description)	(Hours of Use)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
	<input checked="" type="checkbox"/>	2015 JOHN DEERE 210G LC	7	522811	\$278,505.00
		48" BUCKETT & REAR CAMERA			-\$83,551.50
		HYD THUMB,			-\$17,953.50
		1 YEAR FULL MACHINE			
		48 MONTH PT AND HYD OR 5000HOUR			
		3000 HR PM & NO TTM UNTER WARRANTY			
				1. TOTAL CASH PRICE	\$177,000.00

IMPORTANT WARRANTY NOTICE: The written new equipment warranty for John Deere Construction & Forestry (John Deere) products, "Standard Warranty", is printed on the following pages of this Purchase Order and is a part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Purchase Order. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON ALL (2) PAGES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Extended coverage to the purchaser of a used John Deere product that has been used for less than the full period of the Extended coverage provided at the product's original retail purchase. This transfer is not effective unless and until John Deere's written confirmation of transfer, indicating when the transferred coverage will expire, is received by the purchaser. ALL TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY COVERAGE ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN APPLICABLE.

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY	DESCRIPTION OF TRADE-IN	PRODUCTION IDENTIFICATION NO.	AMOUNT

ACKNOWLEDGMENTS: I (We) promise to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

I (We) understand that my (our) rights in connection with this purchase are limited as set forth on all (2) pages of this Purchase Order.

I HAVE RECEIVED BOTH (2) PAGES OF THIS PURCHASE ORDER FORM. Customer's Initials: _____ Date: _____

Customer's Signature _____
Customer's Signature _____

Accepted By _____

Date Accepted _____

2. TOTAL TRADE-IN ALLOWANCE	\$0.00
3. BALANCE	\$177,000.00
4. SALES TAX	\$0.00
5. SUB-TOTAL	\$177,000.00
6. RENTAL APPLIED	\$0.00
7. CASH WITH ORDER	\$0.00
8. BALANCE DUE	\$177,000.00

(Authorized Signature of Seller)
Salesperson _____

DELIVERY ACKNOWLEDGEMENT >	DELIVERED WITH OPERATOR'S MANUAL ON:	SIGNATURE: (CUSTOMER)
--------------------------------------	--------------------------------------	-----------------------



JOHN DEERE

"STANDARD COVERAGE" FOR NEW CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

This Purchase Order applies to machines with:

- 6 Months STANDARD Warranty Full Machine Coverage (Products 100 HP and Above).
- 12 Months STANDARD Warranty Full Machine Coverage (Products Under 100 HP).
- 12 Months or 2,000 Hours (whichever occurs first) STANDARD Warranty Full Machine Coverage (Forwarders, DHSP Forestry Excavators, Harvesters, Log Loaders, Skidders, Tracked and Wheeled Feller Bunchers, first rented or sold on or after 15 September 2002).

The "Standard Coverage" is part of the Standard Warranty protection package available from John Deere Construction & Forestry Company ("John Deere") to purchasers of new John Deere products:

- **STANDARD Coverage** is John Deere's standard new equipment warranty, which provides the coverage described on this page at no additional charge to the purchaser.
- **EXTENDED Coverage** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard warranty coverage with additional, purchased coverage. Complete Extended Coverage details, including coverage options and limitations, are set forth in the Application for Extended Warranty Repair Coverage, which is available from authorized John Deere dealers.
- **STANDARD StructuralALL Warranty coverage** applies to certain structural components as listed below and as described on this page.

A. STANDARD COVERAGE - GENERAL PROVISIONS

Under the below-described "Standard Coverage", John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser, are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below.

Standard Coverage applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence, is extended only to the original retail purchaser of the product. Remaining Standard Coverage applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests warranty transfer from an authorized John Deere dealer before the product's Standard Coverage expires. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use.

Warranty statements required by law covering engine emissions-related parts and components are shown on a separate written warranty certificate provided to the customer at the time of purchase.

B. WHAT IS COVERED BY STANDARD COVERAGE

Standard Warranty Full Machine: All parts of a new John Deere product (except those noted in Sections D and E below) are covered by Standard Warranty for the applicable Full machine coverage period set out above. Coverage begins on the date of delivery of the product to the original retail purchaser.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts that are defective, as provided in Section A above, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return.

In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss.

Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY

1. Standard Coverage does not apply to batteries, radios, tires, or fuel injection nozzles and pumps, or to Cummins Engines installed in John Deere products, which are covered by separate written warranties.
2. StructuralALL Warranty coverage for new John Deere Products (excluding compact excavators & skid-steer loaders which are not eligible for StructuralALL Warranty Coverage) begins at the end of the Equipment's "Standard Warranty" coverage and any applicable "Extended Repair Coverage" purchased for the Equipment and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the Equipment's original retail purchase or first rental prior to the first retail purchase.

This warranty applies only to the following structural components listed below as installed on the equipment at the time of original manufacture. If a particular component is not listed below it is not covered by John Deere StructuralALL Warranty.

Arm, Articulation Joint (including pins and bushings), Bin Frame, Boom, C-Frame*, X-Frame, Circle Frame, Draft Frame, Engine Frame, Equipment Frame, Grapple Arch, Grapple Boom, Loader Arm, Loader Frame, Mainframe, Moldboard Lift Arms, Turntable, Swing Frame, Z-bar, Specialty booms and arms marketed as "heavy-duty" by Deere.

This StructuralALL Warranty does not apply to equipment used primarily in extreme duty or severe duty applications such as: (demolition, chemical plant, steel mill, and land fill applications, and other applications that are similarly destructive or involve similarly heavy duty) except specialty booms and arms as stated in Section D.2. above.

*StructuralALL warranty does not apply to C-Frames on H-Series crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Premiums charged for overtime labor requested by the purchaser.
2. Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer (except as otherwise provided in Section H below).
3. Used products (except as otherwise provided in Section A above).
4. Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, or collision or other accident.
5. Normal maintenance and replacement of maintenance and wear items, such as filters, oil, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), belts, dry brakes and dry clutch linings and bulbs. Note: Reimbursement for refills of oils/coolants lost due to warrantable failure are covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval).
6. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
7. For warranty repairs made in the field, any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

F. UNAPPROVED SERVICE OR MODIFICATION

John Deere is relieved of its obligations under Standard Coverage if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere.
3. Any unapproved or improperly sized attachment is installed on the product.

G. PARTS REPLACED UNDER STANDARD COVERAGE

Only new or remanufactured parts or components, furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard coverage, whichever is later.

H. OBTAINING STANDARD COVERAGE SERVICE

To obtain Standard Coverage service, the purchaser must request Standard Coverage service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective.

Standard Coverage repairs can be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

I. NO IMPLIED WARRANTY OR OTHER REPRESENTATION

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises, express or implied, as to the quality, performances, or freedom from defect of its products, other than those set forth on this page, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

J. NO DEALER WARRANTY

The selling dealer makes no warranty of his own on any item covered by this warranty, and makes no warranty on other items unless he delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

Wholegoods Sales Order & Quote Form Information Page

PAGES OF THIS FORM MUST BE SIGNED, DATED AND SUBMITTED FOR EACH ORDER OR QUOTE

Bill To Information

Name: Panola County

Address: 110 S. Sycamore Room 213-A

City: Carthage

State: TX

Zip: 75633

Contact Name: Kim Goodwin

Contact Number: 903-693-5231

Contact Email: Panolarb@att.net

Ship To Information

Name: Panola County

Address: 1121 E. Sabine St

City: Carthage

State: Texas

Zip: 75633

Contact Name: kim Goodwin

Contact Number: 903 693 3763

Contact Email: Panolarb@att.net

Enduser Information

Agency: same as above

Contact Name:

Address:

City:

State:

Zip:

Phone:

Email:

Confirmation Email Addresses

Dealer E-Mails for Order Confirmations: Jeff.Coleman@austinturf.com

Dealer Emails for Advance Shipment Notices (if different from above):

Dealer Emails for Invoices (if different from above):

Dealer Emails for Warranty Registrations (if different from above):

Order Type

☐ General PO

☐ H-GAC

☐ GSA

☒ BuyBoard

☐ NJPA # 070313-AGI Member#

☐ Other Contract

Dealer Initials _____ Date _____



Wholegoods Sales Order & Quote Form

Quote ☐Sale ☒

Date: 01-13-16

By JG

Sales Order# _____

Customer Account# _____

TSM Approval PO# 0007571 Included with
JG orderTractor Model & Year
Jd6110M 4wd cab

Tractor Delivery Date ?

CAB ☐ 2WD ☐ Front Tire Sizes: _____ROPS ☐ 4WD ☒ Rear Tire Sizes: _____

Tractor Build Sheet Required

Dealer Commission YES ☒ NO ☐

If dealer/state commission due: Amount/Percentage 10%

Quote valid for _____ days ONLY. (90 days if left blank)

Discount: 15%

Terms: BB

QTY	Item#	Description	List Cost	Net Cost	Total
	04861800	Machete 18' boom	\$43,507.00	\$36,981.00	\$36,981.00
1	02986197	50" rotary head with swivel	\$17,264.00	\$14,674.00	\$14,674.00
1		mount kit	\$0.00		
1	02982002	mounting and oil	\$7,108.00	\$6,042.00	\$6,042.00
1	02995549	tractor JD 6110M cab 4wd	\$100,853.00	\$85,725.00	\$85,725.00
		Total			\$143,422.00
	Freight:	Add <input type="checkbox"/> Allow <input checked="" type="checkbox"/> Pickup <input type="checkbox"/>			
		Loading Dock Yes <input type="checkbox"/> No <input type="checkbox"/>			
				Total	\$ 0.00

Notes: TASB BuyBoard # 447-14

it needs to be shipped to County direct , they do not have a loading dock., They are close on Fridays.

- 1) THE ACCEPTANCE OF THIS FORM IS NOT FIRM UNTIL CREDIT IS APPROVED AND PURCHASE ORDER IS ACCEPTED BY ALAMO INDUSTRIAL IN SEGUIN TEXAS.
- 2) NO PURCHASE ORDER WILL BE ACCEPTED FOR A MACHINE WITH LESS THAN FULL STANDARD OR OPTIONAL SAFETY EQUIPMENT.
- 3) APPROXIMATE SHIPPING AND/OR DELIVERY DATES CAN BE CONFIRMED ONLY BY ALAMO INDUSTRIAL IN SEGUIN TEXAS AND DELIVERY IS SOMETIMES SUBJECT TO CHANGE DUE TO CONDITIONS BEYOND THE CONTROL OF ALAMO INDUSTRIAL.

NOTE:

- 1) This Sales Order and Quote Form is subject to the Terms and Conditions contained on page 3 this form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 2) This Sales Order and Quote Form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this Sales Order & Quote form by the buyer, including buyer's purchase order.

Dealer Signature: _____ Date: _____

TERMS & CONDITIONS

ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED. This Sales Order and Quote Form ("Quote") constitutes an offer by Alamo Industrial ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

ACCEPTANCE. ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires ninety (90) calendar days from the date issued unless sooner terminated by notice.

DELIVERY. Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate of other document acceptable to the authority imposing the same.

WARRANTIES. Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

ASSIGNMENT. Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

LAW. This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas.

Dealer Initials _____ **Date** _____

VOL. 98 PAGE 0590

Subject: FW: Verification
From: Connie Burkett (Connie.Burkett@tasb.org)
To: panolarb@att.net;
Date: Thursday, May 5, 2016 2:08 PM

Kim,

The attached quote is in compliance with BuyBoard Contract 447-14 with Alamo Group.

After Court approval, please issue your PO to Alamo Group and show Austin Turf & Tractor as the delivering/servicing dealer.

Please show the product description as 2016 JD6110M tractor/boom package.

Respectfully,

Connie W. Burkett
Contract Administrator

BuyBoard / TASB

12007 Research Blvd

Austin TX 78759

Phone: 800-695-2919, ext 7152
Fax: 800-211-5454



From: Panola Road and Bridge [mailto:panolarb@att.net]
Sent: Thursday, May 05, 2016 8:18 AM
To: Connie Burkett <Connie.Burkett@tasb.org>
Subject: Verification

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-29659

Date Filed:
03/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Alamo Group (TX) Inc.
Seguin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Panola County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

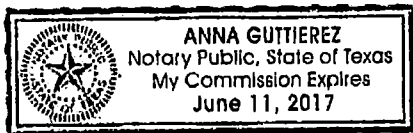
2016-29
John Deere 6110M with Alamo Machete

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
George, Robert	Seguin, TX United States	X	
Leonard, Jeffery	Seguin, TX United States	X	
Burden, Ian	Seguin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Brian Billeau
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brian Billeau this the 22 day of MARCH 20 16, to certify which, witness my hand and seal of office.

Anna Gutierrez
 Signature of officer administering oath

ANNA GUTIERREZ
 Printed name of officer administering oath

Cust. Service Sup.
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tom Loftus Inc. dba Austin Turf & Tractor
Marble Falls, TX United States

Certificate Number:
2016-28797

Date Filed:
03/21/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Panola County

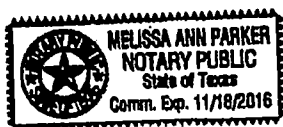
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-28
JD 610M Cab Tractor, Alamo Machete

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Loftus, Tom	Marble Falls, TX United States	X	
Jukes, Harry	Marble Falls, TX United States	X	
Mobley, Chad	Marble Falls, TX United States	X	
New, Nathan	Marble Falls, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Tom Loftus

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tom Loftus, this the 21st day of March, 2016, to certify which, witness my hand and seal of office.

Melissa Parker

Signature of officer administering oath

Melissa Parker

Printed name of officer administering oath

notary

Title of officer administering oath

Give Form to the requester. Do not send to the IRS.

Form **W-9** (Rev. 12-2014)