

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: Associated Supply Company, Inc.
2019 Airport Fwy Euless, TX. 76040
 Phone: 817-283-2844
 Fax: 817-283-7836

Prepared By: Travis Slick
 Mobile: 903-312-7224
 Email: tslick@ascoeg.com

Government Agency: Panola County Road & Bridge Pct #4

Date Prepared: 1/13/2020

Ship To: Panola County Road & Bridge
1121 E Sabine St
Carthage Texas 75633

Bill To: Panola County Road & Bridge
1121 E Sabine St
Carthage Texas 75633

Contacts' Name: Melanie Earle
 Email: melanie.earle@co.panola.tx.us

Phone: 903-693-5231
 Fax: _____

Product Description: Case 580NEP Backhoe

BuyBoard Contract: 597-19

I. Price List Dated: _____

Base Price: 111,041.00

II: Base Bid Options (Itemized Below)

| | |
|---------------------------------|--------------|
| 4WD Power Shuttle Transmission | INCLUDED |
| 12x16.5, 10pr lug tread | INCLUDED |
| 19.5LX24, 10PR STD | INCLUDED |
| 1-way or 2-way Aux & Ehoe pkg | \$ 8,972.00 |
| Heavy Front CWT, Extendahoe | \$ (750.00) |
| Dual Lever Controls | \$ 425.00 |
| Links Only | INCLUDED |
| 24" Universal Bucket | \$ 1,325.00 |
| Flip Over/Stabilizer Pads Combo | \$ 816.00 |
| SUB-TOTAL: | \$ 10,788.00 |

| | |
|---|-------------|
| Ride Control & Comfort Steer | \$ 1,357.00 |
| 82" Hd Long Lip w/cutting edge | \$ 2,529.00 |
| Cab , LH Door w/Heater & AC | \$ 9,067.00 |
| Tilt Steering Wheel | INCLUDED |
| Additional Work Lights Cab | INCLUDED |
| Mechanical Suspension Cloth Seat w/armres | \$ 23.00 |
| Standard Lights | INCLUDED |
| Cold Start Dual Battery | \$ 847.00 |
| Case Site Watch Telematics | INCLUDED |
| 3 yr Advanced Telematics Subscription | INCLUDED |

SUB-TOTAL: \$ 13,823.00

Options List Price Total: \$ 24,611.00

\$ 135,652.00

III. SUB-TOTAL OF I & II

IV. BuyBoard Discount: 26.00% \$ 35,269.52

BUYBOARD CONTRACT PRICE: \$ 100,382.48

V: NON-BASE OPTIONS

Non-Base Options (%) = 0

| | |
|---------------------------------|-------------|
| 5.YR 3000 HOUR PREMIER WARRANTY | \$ 2,300.00 |
| 4 Tine Thumb | \$ 4,475.00 |
| SUB-TOTAL: | \$ 6,775.00 |

SUB-TOTAL: \$ -

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ 6,775.00

VII: TOTAL IV + VI

\$ 107,157.48

VIII: QUANTITY ORDERED UNITS:

1

\$ 107,157.48

IX: TRADE-IN OR OTHER CREDIT(S):

\$ 13,657.48 Q4 & MULTI UNIT DISCOUNT NO TRADE

\$ 13,657.48

TOTAL: \$ 93,500.00

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

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ASSOCIATED SUPPLY COMPANY, INC. - SALES CONTRACT FOR NEW EQUIPMENT

1. **Sale of New Equipment (No Trade-In):** Associated Supply Company, Inc., a Texas corporation ("ASCO" or "Seller") agrees to sell, and Pandia County Road & Bridge (Pct #4) ("Buyer"), agrees to buy, subject to the terms and conditions stated in this Sales Contract (the "Contract"), the following described equipment (the "Equipment"):

| Quantity | Make/ Model/ Description | Serial No./ ID No. | Price Per Item |
|---------------------------------|--------------------------------------|--------------------|----------------|
| | Case 580NEP Backhoe | | \$93,500 |
| | 5 year/ 3,000 Hour extended Warranty | | Included |
| | 4 Tire Thumb | | Included |
| OTHER CHARGES: | | | |
| TOTAL SALES PRICE: | | | |
| SALES TAX: | | | |
| LESS, CASH DOWN PAYMENT: | | | |
| CASH DUE ON DELIVERY: | | | \$93,500 |

2. **Trade-In Equipment:** Buyer hereby bargains, sells and conveys to Seller the following described "Trade-In Equipment" and warrants and certifies to Seller that Buyer is the owner of the Trade-In Equipment and that the Trade-In Equipment is free and clear of all liens, encumbrances, and security interests, except as shown below:

| First Year Used | Make/ Model/ Description/ Serial Number | Trade Allowance | Name of Lienholder & Amount Owed | Net Trade Allowance |
|-----------------|---|-----------------|----------------------------------|---------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

3. **Sale of New Equipment with Trade-In (Summary):** If Buyer is trading in equipment as described in Paragraph 2 of this Contract, the Total Sales Price of the Equipment is described as follows:

| Quantity | Make/ Model/ Description | Serial No./ ID No. | Price Per Item | (LESS) Trade Allowance | Net Price |
|--|--------------------------|--------------------|----------------|------------------------|-----------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| OTHER CHARGES: | | | | | |
| TOTAL SALES PRICE: | | | | | |
| LESS, TRADE ALLOWANCE: | | | | | |
| LESS, CASH DOWN PAYMENT: | | | | | |
| TOTAL SALES PRICE (LESS TRADE ALLOWANCE AND CASH DOWN PAYMENT): | | | | | |
| SALES TAX: | | | | | |
| CASH DUE ON DELIVERY: | | | | | |

DISCLAIMER OF WARRANTIES ON EQUIPMENT

Buyer understands that ASCO is not the manufacturer of the Equipment and the only warranties offered in regard to the Equipment are those of the Manufacturer, not ASCO. Warranty remedies offered by the Manufacturer of the Equipment are Buyer's exclusive remedies. ASCO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF TITLE, MECHANABILITY, CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE DISCLAIMER OF WARRANTIES CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Buyer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment. This Contract is dated to be effective on the latest date shown below the signature of each party.

NOTICE TO BUYER:

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT ARE A PART OF THIS CONTRACT AND ARE INCORPORATED IN THIS CONTRACT BY REFERENCE. DO NOT SIGN THIS CONTRACT BEFORE YOU THOROUGHLY READ BOTH SIDES OF THIS CONTRACT. YOU MAY CONSULT YOUR OWN ATTORNEY OR LEGAL ADVISOR BEFORE SIGNING THIS CONTRACT. THIS CONTRACT IS SUBJECT TO SELLER'S ACCEPTANCE AS SHOWN BELOW.

Accepted by (Seller):

Date: 9-2-2021

Buyer:

Print Name: Lee Ann Jones

Title: County Judge

Date: 2-1-21

ADDITIONAL TERMS AND CONDITIONS

[REFERRED TO ON THE REVERSE SIDE OF THIS SALES CONTRACT FOR NEW EQUIPMENT]

1. Buyer agrees to pay ASCO the Total Sales Price for the Equipment as shown on the Reverse Side of this Contract, to be paid as follows: Upon signing this Contract, Buyer is paying to ASCO the "Cash Down Payment" (as stated on the Reverse Side of this Contract) by check or wire transfer of funds (the Cash Down Payment must be received by ASCO by no later than three (3) business days after the date of the Contract; otherwise, this Contract is void at the option of Seller. The balance of the Sales Price (being the "Cash Due on Delivery" as shown on the Reverse side of this Contract) will be paid by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. The Cash Down Payment is non-refundable to Buyer due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under this Contract or should the manufacturer fail to fulfill the order within a reasonable period of time. If the Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within three (3) business days from the date of this Contract; and if such financing is not obtained, this Contract may be terminated at the option of either party.
2. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due.
3. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Contract, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-In Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will be entitled to reappraise the Trade-In Equipment at the time of receipt of such equipment and to adjust the Trade Allowance and Net Trade Allowance as shown on the Reverse Side of this Contract. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Contract provided that such termination is made prior to the delivery of the Equipment, and provided further that Buyer will forfeit its Cash Down Payment upon such termination.
4. Seller will be excused from performance under the terms of this Contract if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy will be the return of its Cash Down Payment.
5. Should Buyer default under the terms of this Contract, ASCO may terminate this Contract and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Contract and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Contract, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Contract. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Contract or the Equipment to be provided under this Contract. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*
6. This Contract constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by authorized representatives of both Buyer and Seller.
7. This Contract shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Contract or the Equipment will be in Lubbock County, Texas.
8. **Delivery:** The Equipment will be delivered to Buyer in accordance with one of the following, and the risk of loss will pass to Buyer immediately upon the Equipment being delivered (Select One):

| Picked up by Customer at ASCO's Location: | Delivered by ASCO to Customer's Location: |
|---|---|
| | 1121 E Sabine St Carthage Texas 75633 |

The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which is beyond the control of Seller. If the Seller has provided the Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Contract, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

9. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the Reverse Side of this Contract for the purpose of identifying the Equipment or correcting errors.

Buyer's Initials: