

(800) 687-0008  
www.AscoEq.com



**REMIT TO**  
**ASCO EQUIPMENT**  
**P.O. BOX 3888**  
**LUBBOCK, TX 79452**

<b>ORDER NO</b> ESA016385V1	<b>DATE</b> 02-01-2022
<b>PAYMENT TERMS</b> Net 30	

ASCO EQUIPMENT  
2602 EAST FRONT STREET  
TYLER TX 75702  
(903) 593-0201

<b>CUSTOMER NO</b> BP0086492
<b>CUSTOMER PO</b> Need PO# _____

**EQUIPMENT SALES AGREEMENT**

**INVOICE TO:**

COUNTY OF PANOLA  
1121 E SABINE ST  
CARTHAGE TX 75633  
903-692-1398

**SHIP TO:**

COUNTY OF PANOLA  
1121 E SABINE ST  
CARTHAGE TX 75633  
903-692-1398

**SALESMAN** :

**DELIVERY TERMS** :

UNIT	QTY	UNIT PRICE	TOTAL
EQ0139430 Case 580SN Backhoe <b>Case MODEL:580SN S/N:JJGN58SNEMC773235</b>	1	114,770.79	114,770.79
OP0006909 1CAB PLT PDH 2WAY1 <b>MODEL:464626</b>	1	0.00	0.00
OP0006910 Powershift H-Type Transmission <b>MODEL:423062</b>	1	0.00	0.00
OP0006911 12.5/80x18 10PR Sure grip lug <b>MODEL:9200015</b>	1	0.00	0.00
OP0006912 19.5LX24, 10PR STD <b>MODEL:8401140</b>	1	0.00	0.00
OP0006913 1-WAY OR 2-WAY AUX & EHOE PKG <b>MODEL:464074</b>	1	0.00	0.00
OP0006914 Heavy Front CWT, Extnhoe <b>MODEL:423047</b>	1	0.00	0.00
OP0006915 Pilot Controls w/Power Lift <b>MODEL:423078</b>	1	0.00	0.00
OP0006916 Mechanical Quick Coupler <b>MODEL:442018</b>	1	0.00	0.00
OP0006917 Flip Over/Stabilizer Pads Comb <b>MODEL:442056</b>	1	0.00	0.00
OP0006918 THUMB OPTION <b>MODEL:745274</b>	1	0.00	0.00
OP0006919 RC & CS & 3SPL PKG <b>MODEL:464078</b>	1	0.00	0.00
OP0006920 82" HD Long lip w/cutting Edge <b>MODEL:747862</b>	1	0.00	0.00
OP0006921 Cab, LH Door w/Heater/AC <b>MODEL:747855</b>	1	0.00	0.00
OP0006922 Premium Air Susp Heated <b>MODEL:745161</b>	1	0.00	0.00
OP0006923 LED Light Package <b>MODEL:745242</b>	1	0.00	0.00
OP0006924 Cold Start Dual Battery <b>MODEL:423093</b>	1	0.00	0.00
OP0006925 CASE SiteWatch Telematics <b>MODEL:745121</b>	1	0.00	0.00

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EQUIPMENT SALES AGREEMENT

UNIT	QTY	UNIT PRICE	TOTAL
OP0006926 3yr Advanced Tele Subscription MODEL:745131	1	0.00	0.00
OP0006927 OPT 4WD FRONT AXLE MODEL:745270	1	0.00	0.00
PLANNED MAINTENANCE CONTRACT	1	8100.00	8100.00
EPG Premier Warranty 60 Months or 3000 Hours GPO#0013235	1	4050.00	4050.00
Case 24" Backhoe Bucket (need EQ# _____ ) Case MODEL:BB24	1	1,625.00	1,625.00
TRADE EQ0140733 John Deere 310SJ Backhoe Loaders John Deere MODEL:310SJ S/N:1T0310SJCCD217238 Customer Represents TRADE as Free & Clear of All Liens/Debts	-1	39,000.00	-39,000.00
SUB TOTAL			89,545.79

TOTAL PURCHASE	116,395.79
LESS TRADE-IN(S)	-39,000.00
MISC CHARGES	12,150.00
SALES TAX	0.00
TOTAL AMOUNT (USD)	89,545.79

ASCO EQUIPMENT

CUSTOMER ACCEPTANCE

## TERMS, LIENS, AND CONDITIONS

Customer agrees to the following terms and conditions in regard to the purchase of the equipment, parts or repairs described on the front of this agreement (these terms and conditions include the information on the front of this agreement and the terms and conditions stated within the Customer's credit application and rental agreement, if any, all of which are part of this agreement):

**Inspections; Acceptance of Parts and/ or Equipment.** Customer represents and acknowledges that it has inspected the goods, services and equipment purchased by Customer from Associated Supply Company, Inc. ("ASCO"), finds the same to be in satisfactory condition, properly operating, and fit for the use or purpose intended by Customer. Customer acknowledges that the equipment or parts purchased have been selected solely by Customer for the purpose such equipment or parts are to be used and without reliance on ASCO or its employees, and that ASCO (i) has not selected the equipment or parts purchased, and (ii) is not responsible for the suitability of the equipment for the use Customer intends. Customer agrees that except as expressly set forth in this agreement, ASCO is not liable for and makes no warranties, either express, implied, or by operation of law, as to any matter whatsoever including, without limitation, the condition of the equipment or parts, its merchantability, or its fitness for any particular purpose, and Customer releases ASCO to the fullest extent allowed by law from any warranties, express, implied or arising by operation of law. There are no warranties which extend beyond the description of the equipment or parts on the front of this agreement.

**Lien and Security Interest Related to Repair Work.** Customer hereby authorizes all repair work to be done along with materials therefore and other repairs and materials incidental thereto. ASCO's employees may operate the above vehicles for purposes of testing, inspection or delivery at Customer's risk. An express possessory lien under Chapter 70, Subchapter A of the *Texas Property Code*, and a Security Interest under Title 1, Chapter 9 of the *Texas Business and Commerce Code (Uniform Commercial Code – Secured Transactions)* is granted to ASCO upon the machines, equipment and vehicles being repaired to secure all charges for labor, materials, and related expenses. Possession of the machines, equipment and vehicles may remain with ASCO until all charges are paid or arrangements satisfactory to ASCO are made. ASCO will not be held responsible for loss or damage to machines, equipment, or vehicles or articles left therein in case of fire, theft, accident or any other cause beyond ASCO'S control. Repairs are warranted for 90 days after the date of the repair, however, no warranty will apply if the invoice for such repairs is unpaid.

**NOTICE OF RIGHT TO TAKE POSSESSION OF EQUIPMENT FOR UNPAID REPAIRS.** *As indicated by its signature on the front of this agreement, Customer agrees that the equipment repaired by ASCO is subject to repossession in accordance with Section 9.609 of the Texas Business and Commerce Code if payment of a check, money order, or a credit card transaction is stopped, is dishonored because of insufficient funds, no funds on deposit, or because the drawer or maker of the check, money order or the credit card holder has no account or the account has been closed.*

**Security Interest.** Title to the goods, services and equipment will remain with ASCO until the total purchase price of goods, services and equipment has been paid in full. Customer grants to ASCO an express security interest under Title 1, Chapter 9 of the *Texas Business and Commerce Code* in the goods, services, and equipment to secure all charges therefore. In event of default in payment for the goods, services and equipment described herein, no further charges or purchases will be allowed. Purchaser further agrees to pay all costs of collection or enforcement hereof, including reasonable attorney's fees, for charges not paid that are more than 30 days past due. **Exclusive jurisdiction and venue for any litigation between Customer and ASCO is in any district court or county court of law of Lubbock County, Texas. CUSTOMER HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL.**

### **Parts Policies:**

- Back ordered items will be shipped as soon as available.
- Electrical parts are non-returnable.
- Special order parts and parts "made as ordered" are non-refundable.
- Cores must be returned for credit within 10 days of purchase.
- Returned parts must be accompanied by a packing list or invoice and are subject to a 15% restocking charge.
- Claims for shortages or damages must be received within 5 days of sale.

**Limitation of Purchaser's Remedies.** The Customer's remedies, in the event of any claim made by the Customer against ASCO with respect to the goods, services and equipment sold here, shall be limited to return of such goods and equipment and repayment of the purchase price therefore or to repair and replace nonconforming goods, services and equipment. No consequential damages are permitted against ASCO in connection with the sale or the use of the goods, services and equipment sold here.

**Indemnification.** *To the fullest extent permitted by law, Customer agrees to indemnify and hold harmless ASCO from and against any and all liability, suits, claims, demands and actions, and costs and expenses, including reasonable attorney's fees, loss of profit, business interruption or other special or consequential damages, damages relating to property damage, bodily injury, or damages relating to wrongful death, claimed against ASCO, and any of ASCO's officers, directors, agents, or employees, arising out of or related to the services, parts, equipment, supplies, goods and services furnished here, whether caused in whole or in part by the negligence of ASCO; however, this paragraph is not intended to indemnify ASCO for the replacement costs thereof as set forth above or parts, services or equipment supplied by ASCO which has been expressly warranted in writing.*

**Service Charge.** All accounts past due 30 days will be charged a service charge at the periodic rate of 1 ¼% per month, which is an annual percentage rate of 18%.

**Like Kind Exchange.** Notice is hereby given that ASCO may assign its rights under this agreement to ASCO Exchange, LLC (or other entity) to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.





# Proposal

Feb 01, 2022

## PANOLA COUNTY PCT 2

QUO-12239-H6K7T6

**Dealer :**

Travis Slick, 903-593-0201

ASCO EQUIPMENT  
2602 EAST FRONT STREET  
TYLER, Texas, 75702

**Customer :**

David Cole  
1121 E Sabine St  
CARTHAGE, Texas, 75633

### Proposal Summary

Pricing Summary		Finance Information		Shipping Information	
Total Purchase Price	\$ 128,545.79	Finance Option	Ask about Financing Option	Customer Reference #	
Total Trade Allowance	- \$ 39,000.00	Total Months		Shipping Method	ASCO Truck
		Rate of Interest	%	Quote Expiry Date	Feb 23, 2022
Net Purchase Price	\$ 89,545.79	Finance Amount		Expected Delivery Date	Jan 24, 2022
Net due on delivery OR Approved Financing					
Notes					

### Terms & Conditions

This is not a finance offer. Financing is subject to customer credit approval and must be documented on official appropriate forms. Physical damage insurance is required on all financed equipment and IS NOT quoted here. This quote DOES NOT include any applicable taxes, delivery fees, or other applicable fees unless otherwise noted above. Net due on delivery or approved finance. A cancellation charge of 20% of total purchase price will be assessed and is hereby agreed to by the customer on all cancelled orders. All used equipment is sold AS IS WHERE IS. All used equipment quoted is subject to prior sale and is not guaranteed. Price, terms and delivery date are subject to approval by the management of the company. Quotation expires in 10 days unless otherwise noted.

#### DISCLAIMER OF WARRANTIES ON EQUIPMENT

Customer 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 Customer'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, MECHANICALITY, CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, 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. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

#### NOTICE TO CUSTOMER/ BUYER:

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON FINAL PAGE OF THIS PROPOSAL (IN WHICH YOU ARE REFERRED TO AS THE BUYER) ARE A PART OF THIS PROPOSAL AND ARE INCORPORATED IN THIS PROPOSAL BY REFERENCE. DO NOT SIGN THIS PROPOSAL BEFORE YOU THOROUGHLY READ ALL PAGES OF THIS PROPOSAL YOU MAY CONSULT YOUR OWN ATTORNEY OR LEGAL ADVISOR BEFORE SIGNING THIS PROPOSAL. THIS PROPOSAL IS SUBJECT TO SELLER'S ACCEPTANCE AS SHOWN BELOW, AND IS A CONTRACT BETWEEN THE PARTIES UPON ACCEPTANCE BY SELLER.

This Proposal is dated to be effective on the latest date shown below the signature of each part

Proposed :

Travis Slick, 903-593-0201

Accepted :

Customer

Branch Manager

Date

County Judge 2-2-2022

Title

Date