



Proposal

Jan 05, 2023

COUNTY OF PANOLA

QUO-20463-V7H9K3

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

Set 1 of 1				
Equipment Type	Product ID	Description	Equipment Tag	Price
Warranty	Warranty	Premier Extended Warranty until 2/27/2025 or 3,000 Total Hours	TBD	\$ 6,100.00
Equipment Specification				
CNH/ EPG Premier Extended Warranty until 2/27/2025 or 3,000 Hours				
Pricing Detail				
Purchase Price				\$ 6,100.00
Trade-In Amount				\$ 0.00
Net Purchase Price				\$ 6,100.00



Proposal

Jan 05, 2023

COUNTY OF PANOLA

QUO-20463-V7H9K3

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	\$ 6,100.00	Finance Option	Ask about Financing Option	Customer Reference #	BP0086492
Total Trade Allowance	\$ 0.00	Total Months		Shipping Method	ASCO Truck
Cash Purchase Price	\$ 6,100.00	Rate of Interest	%	Quote Expiry Date	Jan 15, 2023
		Finance Amount		Expected Delivery Date	Jan 05, 2023
				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, MERCHANTABILITY, 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. 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 1-17-23

Title

Date

**ADDITIONAL TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]**

1. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.
2. Buyer will pay ASCO the Total Sales Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer 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. Any Cash Down Payment is non-refundable 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 the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party.
3. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due.
4. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, 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 stated in the Proposal. 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 Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.
5. Seller is excused from performance under the terms of this Proposal 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 is termination of this Proposal and the return of its Cash Down Payment, if any..
6. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal 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 Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, 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 Proposal. 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 Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*
7. This Proposal 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. Any different or additional terms or conditions proposed by Buyer in any other purchase order or document are objected to by Seller and will not be binding on ASCO unless agreed in writing by Seller's authorized managing agent.
8. This Proposal 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 Proposal or the Equipment will be in Lubbock County, Texas.
9. Delivery: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. 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 Seller is unable to control. If Seller has provided 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 Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.
10. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.
11. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.
12. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal. Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO.

Buyer's Initials: _____

Raym

**EXTENDED SERVICE PROTECTION PLAN
 MASTER PARTS SCHEDULE
 CONSTRUCTION EQUIPMENT
 NEW & USED EQUIPMENT**

This plan provides coverage for the components listed below when a failure occurs due to a defect in material or workmanship, and may provide coverage for additional components not listed when the damage is caused by or resulting from a covered failure of a listed component.

POWERTRAIN COMPONENTS COVERED

ENGINE and all internal lubricated components within	TRANSMISSIONS/AXLES/HYDROSTATICS
Accessory Gears	Axle Housing
Camshaft	Axle Shaft
Camshaft Bearings	Clutch Discs (Wet Only)
Camshaft Drive Gear	Clutch Plates (Wet Only)
Connecting Rods & Bearings	Counter Shaft Clutch
Crankshaft Bearings & Gear	Differential Housing
Crankshaft including Front And Rear Crankshaft Seals	Differential Pinion Gear / Ring Gear
Cylinder Heads/ Head Gaskets	Drive Axle Hub
Cylinder Liners	Drive Shaft with Universal Joints
Engine Block	Drive Shaft Support Bearing
Engine Oil Cooler	Electronic Transmission Controller and Valve
Engine Speed Controls, Linkages, and Cables	Enclosed Oil Immersed Chains and Sprockets
Flywheel, Ring Gear	Final Drive Pinion
Front And Rear Engine Covers And Seals	Final Drive Planetary Gears
Front Damper	Front Wheel Drive Sensors
Oil Pan And Gasket	Hydraulic Drive / Travel Motor
Oil Pump	Hydraulic Drive Pump
Pistons & Rings	Hydraulic Transmission-Control Valve
Pressure/Temperature Sensors & Sending Units	Hydrostatic/Hydraulic Pump Drives
Rocker Arm Assembly	Hydrostatic Motor
Thermostats	Hydrostatic Transmission Charge Pump
Timing Gears	Hydrostatic Transmission Pump
Valve Cover And Gasket	Internal Lubricated Clutch Housings
Water Pumps	Internal Transmission Control Linkage
	Internal Wet Service Brakes
Engine Components Covered after Emission Warranty	MFWD Axle/Differential Assembly including Driveshaft and U Joint
Charge Air Cooler	Planetary Gear Carrier
Electronic Engine Control Module	IPTO Clutch Housing (Scraper Tractors Only)
EGR System Manifold	Rotary Hydraulic Manifold
Injection Pump	Splitter Drive/Drop Box
Injectors	Swing Motor And Swing Gear Box
Intake and Exhaust Manifold And Gaskets	Turntable Bearing
Turbocharger And Gasket	Torque Converter
	Torque Converter Pump
	Transfer Drive
	Transmission Case
	Transmission Gears, Bearings, & Shafts
	Transmission Pump
	Travel Control Valve
	Travel & Swing Sections (only) Of Main Control Valve
	Wet Steering Clutches

This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.

POWERTRAIN PLUS HYDRAULIC COMPONENTS COVERED

All components listed under Powertrain, plus:

Accumulator And Related Relief Valve	Hydraulic Motors
Brake Accumulator	Hydraulic Oil Coolers
Brake Pressure Sensor	Hydraulic Pumps
Brake Pump, Brake Valve	Hydraulic Reservoir
Differential Lock Valve	Hydraulic Valves
Fan Pumps And Motors	Pilot Control
Hydraulic Cylinders	Pressure Reducing Valves
Hydraulic Hoses and Piping	Unloading Valves

This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.

**EXTENDED SERVICE PROTECTION PLAN
 MASTER PARTS SCHEDULE
 CONSTRUCTION EQUIPMENT
 NEW & USED EQUIPMENT**

This plan provides coverage for the components listed below when a failure occurs due to a defect in material or workmanship, and may provide coverage for additional components not listed when the damage is caused by or resulting from a covered failure of a listed component.

PREMIER COMPONENTS COVERED

All components listed under Powertrain and Powertrain + Hydraulics, plus:

ENGINE

- Engine Mounts And Supports
- Filter Mount
- Fuel Lines
- Fuel Tank
- Fuel Transfer Pump & Gasket
- Oil Filler Tube
- Oil Lines
- Pulleys
- Radiator
- Water Piping
- Fan And Fan Drive
- Air Intake Hose
- Engine Components Covered after Emission Warranty
- Catalytic Converter
- Diesel Particulate Filter
- Selective Catalytic Reduction System
- Diesel Exhaust Fluid Tank and Dispensing System
- Cold Start Enrichment Systems
- Sensors, Solenoids & Wiring Harnesses used in these systems

FACTORY INSTALLED HEAT AND AIR CONDITIONING

- Accumulator
- Clutch
- Compressor
- Condenser
- Dryer
- Evaporator
- Expansion Valve
- Heater Core
- Hoses
- Pulley
- Seals & Gaskets
- Temperature Control Programmers and Valves

TRANSMISSION / AXLES / HYDROSTATICS

- Control Rods
- External Oil Lines
- Filler Tubes (Transmission)
- Pneumatic Valves
- Undercarriage Roller And Idler Seats And Bearings
- Undercarriage Tensioners

UNDERCARRIAGE EXCLUSIONS:

.....Sprocket, Tracks, Pads, Bolts, Chains, Or Any Failure Due To Wear, Or Breakage Caused By Wear

ELECTRICAL

- Alternator
- Gauges
- Horn
- Indicators
- Instruments
- Factory Installed Electronic Controllers
- Electronic Joysticks
- Electric Motors
- Sensors
- Solenoid Valves
- Starter And Starter Solenoid
- Switches
- Traction Control System
- Voltage Regulator
- Wiring Harnesses

Wiring Harnesses Exclusions

.....Rubbing, Chafing, Loose Or Corroded Connections

STRUCTURAL

- Backhoe Booms
- Backhoe/Excavator Dipper Sticks
- Excavator Booms
- Wheel Loader/Skid steer Loader Arms

This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.