

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.
 2602 E Front St Tyler, Texas 75702
Phone: 903-593-0201
Fax: 817-283-7836

Prepared By: Travis Slick
Mobile: 903.312.7224
Email: tslick@ascoeq.com

Government Agency: County of Panola Road & Bridge

Date Prepared: 3/18/2024

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

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

Contacts' Name: Craig Lawless
Email: melanie.earle@co.panola.tx.us

Phone: 903-578-3467
Fax:

Product Description: Case 621G Wheel Loader
JEEN0621PJF244337

BuyBoard Contract: 685-22

I. Price List Dated: 6/5/2018

Base Price: 212,717.00

II: Base Bid Options (Itemized Below)

Professional Pkge v2	\$ 7,474.00
5 Speed Transmission	\$ 4,451.00
Limited Slip Differentials	Included
Cooling System w/ Reversing Fan	Included
Standard Hydraulic Steering	Included
Joystick w/ 2 Aux Function	\$ 3,151.00
Full Fenders w/ RH & LH Steps	\$ 1,106.00
20.5R25 L3 Radial (3pc Rim)	\$ 4,732.00
Bucket Pins, No Bkt or Coupler	Included
English Manual	Included
SUB-TOTAL:	\$ 20,914.00

Ejector Type Precleaner	Included
Cold Weather Package	\$ 1,803.00
Ride Control	Included
Skid Plate/ Transmission Guard	\$ 1,024.00
Right/Left Heated Mirrors	\$ 615.00
Locking Hydraulic for Coupler	\$ 583.00
Rear Frame Side Covers	\$ 413.00
SUB-TOTAL:	\$ 4,438.00

Options List Price Total: \$ 25,352.00
\$ 238,069.00

III. SUB-TOTAL OF I & II

IV. BuyBoard Discount: 25.00% \$ 59,517.25

BUYBOARD CONTRACT PRICE: \$ 178,551.75

V: NON-BASE OPTIONS

Inbound Freight	\$ 4,470.00
Pre-Delivery Inspection	\$ 1,500.00
SUB-TOTAL:	\$ 5,970.00

3 Yard Bucket	\$ 11,000.00
JRB Style Coupler	\$ 6,500.00
SUB-TOTAL:	\$ 17,500.00

Non-Base Options (%) = 0

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2) \$ 23,470.00

VII: TOTAL IV + VI \$ 202,021.75

VIII: QUANTITY ORDERED UNITS: 1 \$ 202,021.75

IX: TRADE-IN OR OTHER CREDIT(S): \$ 180,121.75 Case 2022 580SN Trade In(\$87,500) & Extra

Discounts (\$92,621.75) **TOTAL:** \$ 21,900.00

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

APR 09 2024

Rodger & Melanie

Melanie Earle

From: Contract Admin <ContractAdmin@buyboard.com>
Sent: Monday, March 18, 2024 2:55 PM
To: Melanie Earle
Subject: RE: Quote
Attachments: Quote

Information provided is in accordance with vendors awarded BuyBoard contract.

Melanie Perry
Contract Administrator



Due to the high volume of verification requests, members are asked to allow 2 business days for processing.



(800) 687-0008
WWW.ASCOEQ.COM

ORDER NO ESA027835V1	DATE 04-01-2024
PAYMENT TERMS Net 30	

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

CUSTOMER NO BP0086492
CUSTOMER PO Due on Delivery

EQUIPMENT SALES AGREEMENT

INVOICE TO:

COUNTY OF PANOLA
1121 E SABINE ST
CARTHAGE TX 75633
903-693-0300

SHIP TO:

COUNTY OF PANOLA
1121 E SABINE ST
CARTHAGE TX 75633
903-693-0300

SALESMAN : Travis Slick

DELIVERY TERMS :

UNIT	QTY	UNIT PRICE	TOTAL
EQ0092245 Case 621G Wheel Loader Case MODEL:621G S/N:NJF244337 AS IS, WHERE IS, NO WARRANTY EXPRESSED OR IMPLIED	1	91,900.00	91,900.00
621F ACS COUPLER Miscellaneous MODEL:LC AS IS, WHERE IS, NO WARRANTY EXPRESSED OR IMPLIED	1	11,000.00	11,000.00
EQ0115966 CASE 3 Cubic Yard Bucket for 621 Case MODEL:LB30 AS IS, WHERE IS, NO WARRANTY EXPRESSED OR IMPLIED	1	6,500.00	6,500.00
TRADE EQ0140497 Case 580SN Backhoe Case MODEL:580SN S/N:JJGN58SNKNC780001 Customer Represents TRADE as Free & Clear of All Liens/Debts	-1	87,500.00	-87,500.00
SUB TOTAL			21,900.00

TOTAL PURCHASE	109,400.00
LESS TRADE-IN(S)	-87,500.00
SALES TAX	0.00
TOTAL AMOUNT	(USD) 21,900.00

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 ½% 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

Quote Expires - Apr 11, 2024

Apr 01, 2024

COUNTY OF PANOLA

QUO-33311-J1Z7D8

Dealer :

ASCO EQUIPMENT
2602 EAST FRONT STREET
TYLER, TX 75702

Travis Slick : 903-312-7224

Customer :

COUNTY OF PANOLA
1121 E SABINE ST
CARTHAGE, TX 75633

MELANIE EARLE

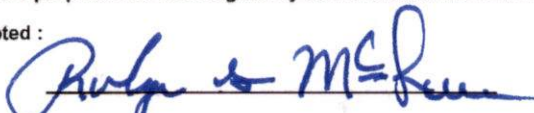
<u>Equipment</u>				
Year	Serial Number	Description	Equipment Tag	Price
2018	NJF244337	Case 621G Wheel Loader	EQ0092245	\$91,900.00
2018	AKR52904	CASE COUPLER - 621f/G	EQ0092664	\$ 11,000.00
2020		CASE 3 Cubic Yard Bucket for 621	EQ0115966	\$ 6,500.00
			Sub Total:	\$ 109,400.00
<u>Trade-In</u>				
Year	Serial Number	Description	Equipment Tag	Price
2022	JJGN58SNKNC780001	Case 580SN Backhoe w/ 597 Hours w/ 82" Front Bucket, 36" Rear Bucket & Hydraulic Thumb	TBD	- \$ 87,500.00
<u>Equipment Specification</u>				
FOB: Tyler, TX				
<u>Pricing Summary</u>				
Trade-In Amount				- \$ 87,500.00
Net Purchase Price				\$ 109,400.00
Grand Total				\$ 21,900.00

Do not wire money without verbal confirmation of wiring instructions by an ASCO team member. There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO

Accepted :


Customer

Proposed :


Travis Slick

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

1. General. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

2. Payment of Net Purchase Price. Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase 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. Unless otherwise described in this Proposal, no financing is being offered by Seller.

3. Cancellation Charge. A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

4. Taxes, Delivery Fees and Other Fees. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

5. Trade-in Equipment. 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.

6. Non-Performance by Seller. 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, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, 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.

7. Buyer's Default. 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.*

8. Entire Agreement; Modification. 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.



WE'RE ON IT

ASCO SALES DELIVERY TICKET

Customer's Order #: ESA027835V1

Date: 4/9/24

Name: County of Panola Road & Bridge

Address: 1121 E Sabine St

City/State: Carthage, Texas

Equipment		Verify	Attachments		Verify
Unit #1	Description Case 621G Wheel Loader	<u>B</u>	Description ACS Coupler		<u>TS</u>
	EQ# EQ0092245	<u>B</u>	EQ# EQ0092664 SN# AKR52904		<u>B</u>
	SN# NJF244337	<u>B</u>	Description Case 3 Cubic Yard Bucket		<u>B</u>
	Hours: 4097	<u>B</u>	EQ# EQ0115966 SN#		<u>B</u>
Unit #2	Description		Description		
	EQ#		EQ# SN#		
	SN#		Description		
	Hours:		EQ# SN#		
Unit #3	Description		Description		
	EQ#		EQ# SN#		
	SN#		Description		
	Hours:		EQ# SN#		
Unit #4	Description		Qty Manuals:		Verify
	EQ#		Manual	PN#	
	SN#		Manual	PN#	
	Hours:		Manual	PN#	
			Manual	PN#	
Qty	Manuals:	Verify	Qty	Manuals:	Verify
1	Other: PN# 90428270	<u>TS</u>	Other: PN#		
	Other: PN#		Other: PN#		

Initials
Initials
Initials
Initials

I have received instructions on the safe operation and use of this equipment and attachments by ASCO personnel.

Literature or manuals provided may not be the most up to date. Buyer is solely responsible for obtaining the most recent manual and literature concerning the equipment and any attachments being purchased.

If Applicable; The capacity plate on the forklift / lift truck and it is intact and complete and I understand the capacity shown on the capacity plate.

If Applicable; I have received a copy of my Master Parts Schedule and fully understand the terms of my extended warranty.

Received by: _____

Date: _____

Salesman: [Signature]

Date: 4/9/24

9. **Jurisdiction and Venue.** 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.

10. **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.

11. **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.

12. **Price Increases.** 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.

13. **Final Agreement; Buyer's Performance.** 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. The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. **DISCLAIMER OF WARRANTIES ON EQUIPMENT:**

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. 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.

All used equipment is sold **AS IS, WHERE IS, and WITH ALL FAULTS.** Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

ASSOCIATED SUPPLY COMPANY, INC.

Signature of Buyer: Rodger C. McRae
Print Name: Rodger C. McRae
Title: Crowley Dodge
Date: April 11, 2024

Seller's Representative: [Signature]
Branch Manager: Bonnie Ethridge
Date: 4/9/24