



SALES AGREEMENT

DATE \_\_\_\_\_

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

S O L D  T O	PURCHASER	CITY OF INDEPENDENCE WATER DEPARTMENT			S H I P  T O
	STREET ADDRESS	420 N FOREST PO BOX 1019			
	CITY/STATE	INDEPENDENCE, MO	COUNTY	JACKSON	
	POSTAL CODE	64050	PHONE NO.	816 325 7657	
	CUSTOMER	EQUIPMENT			
	CONTACT:	PRODUCT SUPPORT			
INDUSTRY CODE:		REG/ADMIN OF	PRINCIPAL WORK	F.O.B. AT: Wichita, KS	
		COMM/ELECT/GAS/UTILITES (9630) CODE			

CUSTOMER NUMBER	011845	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
-----------------	--------	---------------------------------------	-----	--------------------	--

T E R M S	PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
	NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE	
	CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	
	CONTRACT INTEREST RATE		0		
PAYMENT PERIOD		PAYMENT AMOUNT	NUMBER OF PAYMENTS	OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: TBA	MODEL: TL943D	YEAR: TBA	
STOCK NUMBER: TBA	SERIAL NUMBER: TBA		
PREPARATION PACK, AM-N	568-7351	TL943D NORTH AMERICAN ORDER	0P-3919
FRAME, STABILIZER, NONE	485-1075	INSTRUCTIONS, ANSI	483-7766
RIDE CONTROL, NONE	481-1816	MANUAL, OPER. MAINT. ENGLISH	487-7066
CLIMATE PACK, STANDARD	486-3403	WORKLIGHTS, A/C COMPATIBLE	485-0828
HEATER,ENGINE BLOCK, 110V	481-1819	PRODUCT LINK READY, A/C	501-3002
CAB, ENCLOSED, AC+HEAT	484-1907	CARRIAGE, STANDARD 72"	474-2532
WINDOW, REAR, STANDARD	473-8558	FORK, PALLET 2.36" X 6" X 60"	301-9754
MONITOR, NONE	476-5226	PACK, ROLL ON/ROLL OFF, TL	0P-3714
LIGHTS,ROADING,RH,N/STABILIZER	482-6431	TL943D TELEHANDLER 09/14/18	483-9507
LEVER, MANUAL, FNR/WIPERS/IND	472-7832		
ALARM, BACK-UP, STANDARD	485-3311		
TIRES, 14.00-24, FS, G2, FOAM	464-8004		
FENDER, CAB, SINGLE	486-3476		
COUPLER, MANUAL, IT	484-6335		
LOADCHART (AM-N), STANDARD	512-0490		

TRADE-IN EQUIPMENT			SELL PRICE	\$139,658.39
MODEL: _____	YEAR: _____	SN.: _____	CSA	Included
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE	\$139,658.39
MODEL: _____	YEAR: _____	SN.: _____	PLUS ANY APPLICABLE TAXES	\$139,658.39
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	ACH Information: Bank = Wells Fargo NA ABA number 121000248 Account number 4121956387 Email remittance advice to ACHPMTS@foleyeq.com	
MODEL: _____	YEAR: _____	SN.: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN.: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 months unlimited hours		All used equipment is sold as is where is and no warranty is offered or implied except as specified here:  Warranty applicable: _____ _____ _____	

CSA: CSA
NOTES:

☐ By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. ☒ By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Foley Equipment Company		PURCHASER	
ORDER RECEIVED BY	Aaron Pierson	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	CITY OF INDEPENDENCE WATER DEPARTMENT	PURCHASER
	SALES MANAGER		
BY		SIGNATURE	
		TITLE	

TERMS AND CONDITIONS

- 1.Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the “Collateral”), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer’s indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller’s discretion, to perfect Seller’s security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer’s behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller’s signature or the signature of its delegate on such documents to be the same as Buyer’s own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer’s name set forth on the front of this Agreement is Buyer’s full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
4. Unless Shipment is provided by Seller, the Seller’s responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment
5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller’s authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER’S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER’S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
7. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer’s recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials\_\_\_\_\_