



Main Office:	635 W Lake St, Elmhurst, IL 60126	Ph: (630) 279-4400	Fax: 630 279-0121
Branch:	700 Patten Drive, Wauconda, IL 60084	Ph: (847) 469-1320	Fax: 847 469-6066
Branch:	590 Mayer St, Oglesby, IL 61348	Ph: (815) 883-3336	Fax: 815 883-8043
Branch:	5055 S Main St, Rockford, IL 61102	Ph: (815) 965-8631	Fax: 815 965-1179
Branch:	16822 W Laraway Rd, Joliet, IL 60433	Ph: (815) 726-4248	Fax: 815-726-2882
Branch:	6400 Indianapolis Blvd, Hammond, IN 46320	Ph: (219) 932-6600	Fax: 219 931-7513

**PRODUCTS
PURCHASE ORDER**

Date: 4/25/2018 Salesman Name: Brent Annen NEW RPO Conversion USED

Customer Name: City of Aurora Customer No: 0295000

Address: 44 E Downer Place F.O.B. POINT: Elmhurst

City, State, Zip: Aurora, IL 60507 Type of Work: Governmental

Phone: 630-256-3550 Will this equipment be used 50% or more of the time in the City of Chicago? Yes No

Sales Contact: Joe Hopp Please Initial =====>

Purchase Order No. _____ Support Contact: Mike Grubbs

ID NO	UE3999	MODEL	938M	S/N	J3R00859	Sale Price
USED 2015 938M						\$194,500.00
Included:						
439-1561 Radio, Installed at Patten CAT						
Rear View Camera, Installed at Patten CAT						
20.5R25 Bridgestone VMT Change Over Tires, Installed at Patten CAT						
3rd Valve Hydraulics						
Tires Could Take 10 Days to Arrive at Patten, Tires Are Also Subject to Availability						

Added Options:

Payment Terms: Total Purchase Price \$194,500.00

Due Upon Receipt

Caterpillar Financial Terms:

Other Financial Terms:

Purchaser hereby sells unto Seller below described trade-in equipment and warrants and certifies it to be free and clear of liens and encumbrance.					Sale Price After Trade Allowance	\$14,500.00
					Sales Tax:	\$0.00
Year	Make	Model	Serial No	Allowance	Rental applied:	\$0.00
2013	CAT	950K	R4A01062	\$ 180,000.00	EM Solution:	\$0.00
					Payoffs:	\$0.00
					Other (Doc Fee):	\$0.00
					Balance Due:	\$14,500.00
					Cash with Order:	\$0.00
					Total Balance Payable:	\$14,500.00

WARRANTY ON EQUIPMENT EXTENDED BY SELLER

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked. Extended Warranties start at delivery date.

Note: Extended warranties start on Delivery Date.

NEW Standard Factory Warranty Extended Warranty: 5yr / 2000hr Powertrain & Hydraulics

USED, AsIs,WhereIs Note Special Agreements: _____

We, the Purchaser, understand that ANY warranty work is to be completed in a Patten facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply. Customer Initials: _____

Maintenance and non-warranty repair charges performed during the agreement will be added to the purchase price at the time of conversion.

Includes 1 YR complimentary EM Solution OPT OUT BOX Cust Initials _____ Optional Upgrade to Full Service

SECURITY/LEASE AGREEMENT TERMS. Seller (retains a security interest in) (or leases) the above goods and Buyer agrees to execute a security agreement and note on the forms in current use by Seller.

Payable as Follows: _____ monthly payments of \$ _____ each with first payment due on _____ delivery and monthly thereafter except _____

RPO- Rental Purchase Option: 100% of PAID invoices to apply toward the purchase price less an interest charge of 1% per month on the unpaid balance calculated from pay date to pay date. 1% interest charge will be waived if unit converted within 90 days from delivery.

I hereby agree to be invoiced for the purchase of this machine the latter 30 days following the last rental invoice or on _____ according to the Rental Purchase terms. Please Initial=====>

Seller Authorized Signatures	Date:	Purchaser Authorized Signature	Date:
Salesman: <u>Brent Annen</u>		Purchaser: _____	
Sales Mgr: <u>Brian Serio</u>		Title: _____	
Credit Mgr: _____		Print Name: _____	
Finance Mgr: _____			
Rental Mgr: _____			
Used Mgr: _____			

THIS ORDER IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Seller may accept this order by shipment or delivery of the goods on or about the time fixed for delivery and without notice of by writing hereon or otherwise. Nonconforming goods shipped by Seller shall be offered only as an accommodation to the Buyer and not as an acceptance of this order. The pricing on this order shall expire if not accepted by Buyer within 15 days. If "Due Upon Receipt" was selected as the Payment Term on the first page of the Purchase Order, then payment shall be made by one of the following methods: cash, check, cashier's check, money order, wire transfer, ACH, or credit card, if payment is less than \$10,000.00. If Buyer does not take delivery of the products being sold hereunder within 15 days of tender, then Seller may resell the products and Buyer shall be liable for any lost profits and
2. Seller shall retain a purchase money security interest in the products being sold hereunder, and/or any substitution, additions proceeds until the entire amount due hereunder is paid in full. Seller may (a) execute, file and sign Buyer's name to a financing statement, (b) file a financing statement signed only by the Seller, and/or (c) file this Products Purchase Order as a financing statement, covering the equipment or goods delivered or to be delivered to Buyer under this order and/or goods sold on approval, sale or return or consignment, including any proceeds, and future advances. This order constitutes a reservation of title or a Security Agreement with reference to such transactions. In the event of any default by Buyer hereunder, Seller shall have all remedies of a secured party under the Uniform Commercial Code of Illinois in addition to any other rights or remedies available under law, including the right to all cost and expenses of
3. When equipment necessary to fill this order is available, Buyer agrees, on demand, to execute and deliver to the Seller such notes, security agreements, leases and contracts as may be required by the Seller to evidence the transaction, including delivery of any trade-ins, cash or other consideration as required by this contract. In the event that the Buyer fails to do so, the entire balance of the purchase price shall, at the Seller's option, become immediately due payable.
4. Unless otherwise agreed in writing by Seller, delivery of the products under this order shall be made F.O.B point of shipment, with transportation expenses paid by Buyer. The risk of loss for products hereunder shall pass to Buyer when the products are delivered to a common carrier or to Buyer or are actually received by Buyer, whichever occurs first, and shall remain with Buyer until the products are returned and accepted by Seller. The risk of loss as to trade-ins shall pass to Seller upon actual receipt and acceptance. Buyer agrees to indemnify and hold Seller harmless from any and all damage or loss to the products from any causes, whether or not covered by insurance. Buyer agrees to maintain until the purchase price is paid in full, property damage and liability insurance covering the products sold hereunder and all trade-
5. Used equipment is sold as-is, where-is, without any express or implied warranty of any kind whatsoever, specifically including, but not being limited to, any warranty of merchantability or fitness for a particular purpose. Latent defects may exist in used equipment and Buyer shall be solely responsible to inspect used equipment prior to purchase and become familiar with its operation. Buyer acknowledges that used equipment is not expected to perform as, or have all the safety features of, new equipment. Seller shall not be liable for any defective goods and will not in any event be liable for personal injury, property damage, casualty, and without limitation, any consequential, indirect or special damages arising
6. Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delay in delivery and non-delivery shall be excused by strikes, lockouts, work stoppages, unavailability of transportation, material security, government orders, war, national defense actions, fires, and other holocausts, delays in manufacturing, acts of God, and other causes beyond the control of Seller not limited by the foregoing. In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay
7. Suit by the Buyer on his remedies against Seller must be commenced within one year. No claim shall be made for shortages in shipment unless written notice therefore is sent to the Seller within 15 days after receipt of shipment. Seller shall not be liable for consequential, indirect or special damages resulting from failure to deliver or delay in delivery including without limitation losses with respect to construction or other contracts of Buyer. If Buyer defaults, Seller shall be entitled to all costs and expenses of enforcement, including reasonable attorney's fees.
8. The acceptance interpretation construction effect and performance of this order and any agreement resulting from its acceptance to be governed by the laws of Illinois. This order and Seller's acceptance of this order is specifically subject to Seller's final confirmation of full compliance with all applicable export laws, rules and regulations and Seller's receipt of any required licenses, permits and/or government approvals, etc. prior to shipment of any products hereunder.
9. This order and acceptance of this order is subject to corrections for arithmetic errors in computation.
10. This order and any acceptance hereunder shall constitute the entire agreement between the parties and supersedes all prior and contemporaneous negotiations, warranties, representations and dealings with respect to transactions covered herein. Modification, rescission or amendment of such agreement is ineffective unless approved in writing by an officer of Seller.

11. All warranties of the products sold hereunder are solely limited to the warranties of the separate manufacturers thereof as may be modified from time to time and Buyer acknowledges that Seller does not warrant the products. No representative of Seller has the authority to change the provisions of the standard warranty of any manufacturer or any provisions contained herein with respect to limitation of warranties and liabilities in any manner whatsoever. No representation as to the condition of the products being sold hereunder or their capabilities or fitness for a particular purpose by any representative of Seller shall be of any force or effect unless set forth herein in writing and signed by an

12. Seller shall not be liable for any damages of any kind whatsoever resulting from the operation, possession or use of said products or resulting from the failure of said products, regardless of negligence or fault, including but not limited to any consequential, special, incidental or indirect damages of any kind or nature. In no event shall Seller's liability hereunder exceed the contract price of this order.

13. THE WARRANTY PROVISIONS AS SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. CITY OF CHICAGO. In the event more than fifty percent (50%) of the use of the Equipment will be in the City of Chicago, Lessee hereby agrees to pay Lessor the City of Chicago transaction tax payable by the Lessor to the City of Chicago as a result of this lease and any other taxes imposed by the City of Chicago on the Lessor as a result of this Lease. In the event there is due or becomes due from the Lessor to any other municipality a tax as a result of this Lease, Lessee hereby agrees to pay Lessor the amount of such tax. Taxes due from Lessee pursuant to this paragraph shall be paid to Lessor no later than the due date for such tax, and if such tax is payable monthly, then such tax shall be paid on the first day of each month of the term hereof along with the regular monthly rental payment for the Equipment. Link, filter kit, oil samples / GCI - Condition Monitoring plus oil samples.

The Product Link device contains a satellite transmitter that functions automatically without operator intervention. When electric/electronic detonators are used, this communication device should be deactivated within 40 feet of blast site. Refer to your machine operation and maintenance manual.

Rev. 05.06.10

Revised 05.04.10