



<b>REF#</b>	15240	THIS CONTRACT CONTAINS AN INDEMNITY PROVISION FROM PURCHASER TO SELLER IN SECTION 6 ON THE REVERSE HEROF		<b>ORDER DATE</b>	
<b>SOLD TO:</b>	FORT BEND COUNTY -AUDITOR		D E L I V E R T O	FORT BEND CNTY DRAINAGE SHOP	
<b>BILLING ADDRESS:</b>	301 JACKSON			1124 BLUME RD	DEL. APPROX.
<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>		<b>ZIP</b>	
RICHMOND	FT BEND	TX	77469	ROSENBERG	TX 77471

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	336F L HEX AM-N/KOR BCF1 S/N-RKB20698	\$ 306,420.00	\$ 306,420.00
	3YR/5000HR PREMIER WARRANTY INCLUDED (FULL WARRANTY)		
	48" BUCKET INCLUDED		
	BUYBOARD CONTRACT # 515-16		

<input type="checkbox"/> PROTECTION CHECKLIST REVIEWED WITH PURCHASER		<b>SUB-TOTAL</b>	\$ 306,420.00
<input type="checkbox"/> Applicable Sales Tax Applies	0.231%	HVY. EQ. INV. FEE	\$ 79.37
<input checked="" type="checkbox"/> Sales and Use Tax Exempt; IF TAX EXEMPT EXEMPTION CERTIFICATE MUST BE ATTACHED	0.000%	SALES TAX	\$ -
<input type="checkbox"/> UCC-1 Signed	0.000%	DOC FEE	\$ -
<input type="checkbox"/> UCC-1 Not Required		DIESEL SUR.	\$ -
<input type="checkbox"/> Mustang Cat Will Provide Property Damage Insurance (see Paragraph 10 on the Reverse Side Hereof)		<b>(1) TOTAL CASH PRICE</b>	<b>\$ 306,499.37</b>
<input type="checkbox"/> Purchaser Will Provide Property Damage Insurance		<b>(2) LESS:</b>	
	(a) Cash w/Order	\$ -	
	(b) Cash on Delivery	\$ -	
	(c) Cash on Invoice	\$ -	
	(d) Trade-in Allowance	\$ 272,000.00	
	(e) Total Cash Down Payment & Trade-In Allowance	\$ 272,000.00	
	<b>(3) UNPAID BALANCE OF CASH PRICE</b>		
	<b>[(1) minus (2)(e)]</b>		<b>\$ 34,499.37</b>

**TERMS:** BUYBOARD

THIS ORDER IS PLACED AT MANUFACTURER'S CURRENT LIST PRICE. IN THE EVENT OF PRICE CHANGES BY MANUFACTURER, THE PRICE PREVAILING AT TIME OF DELIVERY WILL BE PAID BY PURCHASER.

**EXCLUSION OF PRODUCT WARRANTY**

1. EXCLUSION OF IMPLIED WARRANTIES: MUSTANG MACHINERY COMPANY, LTD. d/b/a MUSTANG CAT (hereinafter "Mustang Cat"), as Seller and the above Purchaser agree that all IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties reflected on the reverse side hereof, are EXCLUDED from this transaction by MUSTANG CAT and shall not apply to the products sold.

2. Purchaser further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Purchaser acknowledges that he has received, read, understands and accepts the terms contained herein. The Purchaser agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

SEE WARRANTY INFORMATION AND ADDITIONAL DISCLAIMER OF WARRANTIES ON THE REVERSE SIDE HEREOF.  
 THIS ORDER IS SUBJECT TO FINAL WRITTEN ACCEPTANCE BELOW BY AN AUTHORIZED OFFICER OR MANAGER OF MUSTANG.  
 IN ADDITION, THIS ORDER IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF.

In addition, Purchaser hereby certifies that Texas sales tax (was) (was not) paid on the products traded-in at the time of its purchase by Purchaser.

Set forth above is Mustang Cat's Cash Price for the goods subject hereto, Purchaser's Total Cash Down payment and Trade-in Allowance and the Unpaid Balance of the cash Price. Purchaser may elect to purchase such goods either at such Cash Price (minus the amount of Purchaser's Total Cash Down payment and Trade-in Allowance) or at a Time Sales Price payable in \_\_\_\_\_ equal monthly installments in the aggregate amount equal to the Unpaid Balance of the Cash Price plus interest at the rate of \_\_\_\_\_% per annum. If Purchaser elects to purchase the goods subject hereto for the Cash Price, Purchaser shall pay to Mustang Cat the Balance of the Cash Price upon acceptance of this Order by Mustang Cat. If Purchaser elects to purchase the goods subject hereto for the Time Sales Price, Purchaser shall execute, in addition hereto, a Promissory Note and Security Agreement setting forth the aggregate amount of such Time Sales Price and the due date and amount of each installment thereto. Late or deferred payment shall bear interest at the highest contract rate permitted by law.

PURCHASER: FORT BEND COUNTY -AUDIT BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 ACCEPTANCE RECOMMENDED BY: Drew Zizinia MUSTANG MACHINERY COMPANY, LTD. d/b/a MUSTANGCAT  
 salesman

SIGNED DATE: \_\_\_\_\_ BY: \_\_\_\_\_

**BILL OF SALE ON TRADED PRODUCT(S)**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for valuable consideration does hereby assign, grant, sell, transfer, and deliver unto MUSTANG MACHINERY COMPANY, LTD. d/b/a MUSTANG CAT ("Mustang Cat"), the following described product(s):

Make	Model	Unit	Serial Number

To have and to hold and all singular the said product(s) to MUSTANG CAT, its successors and assigns. The undersigned covenants with and represents to MUSTANG CAT that undersigned is the lawful owner of said product(s); that undersigned has a good right to sell the same; that undersigned will warrant and defend same against the lawful claims and demands of all persons; that said product(s) are free from all encumbrances except \$0.00

payable to (NAME OF LIEN HOLDER) \_\_\_\_\_  
 LIEN HOLDER'S ADDRESS: \_\_\_\_\_  
 PURCHASER'S SIGNATURE: \_\_\_\_\_



DISCLAIMER OF WARRANTY FOR CATERPILLAR PRODUCTS

Provisions in the following three paragraphs apply only to products sold by Mustang Cat which were manufactured by CATERPILLAR, INC., hereafter referred to as "CATERPILLAR."

- 1. GRANT OF LIMITED WARRANTIES: Purchaser acknowledges that the CATERPILLAR product(s) he has purchased is subject to the Limited Warranty ONLY by CATERPILLAR...
2. Neither Mustang Cat nor CATERPILLAR is responsible for any warranty other than that warranty as set out in the warrant (ties) described above.
3. CATERPILLAR WARRANTIES extend only to parts or attachments sold by CATERPILLAR. Mustang Cat and CATERPILLAR DISCLAIM ANY WARRANTY, express or implied...

DISCLAIMER OF WARRANTY FOR NON-CATERPILLAR PRODUCTS

Provisions in the following two paragraphs apply only to products sold by Mustang Cat which were manufactured by persons other than CATERPILLAR.

- 1. DISCLAIMER OF IMPLIED WARRANTIES: The parties agree that any IMPLIED WARRANTIES OF MERCHANTABILITY or OF FITNESS FOR A PARTICULAR PURPOSE, and all other warranties, express or implied...
2. Purchaser further agrees that his SOLE AND EXCLUSIVE remedy against the manufacturer of the product shall be as contained in any manufacturer's warranty forms he has received.

SEE EXCLUSION OF PRODUCT WARRANTY ON THE REVERSE SIDE HEREOF

TERMS AND CONDITIONS OF ORDER AND SECURITY AGREEMENT

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

- 1. Mustang Cat 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 an authorized officer or manager of Mustang Cat, shall become a binding contract but Mustang Cat's obligation to deliver shall be conditioned upon and subject to strikes, walk-outs, accidents, fire, delays in manufacturer transportation, acts of God, and embargoes or Governmental action...
3. Unless the product(s) is paid for in full in cash at the time of delivery, Mustang Cat retains and Purchaser hereby grants to Mustang Cat a security interest in such product(s) within the meaning of the Uniform Commercial Code...
4. Mustang Cat's responsibility for shipment ceases upon delivery to a transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by Purchaser directly to the transportation company.
5. Purchaser 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 of this above specified) it will, together with any security agreement, promissory note or other evidence of indebtedness executed by Purchaser...
6. PURCHASER FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS MUSTANG CAT FROM ALL LOSS, DAMAGE, EXPENSE AND PENALTY ARISING FROM ANY ACTION ON ACCOUNT OF ANY INJURY TO PERSON OR PROPERTY OF ANY CHARACTER WHATSOEVER OCCASIONED BY THE OPERATION, HANDLING OR TRANSPORTATION OF ANY OF THE PRODUCT(S) SOLD HEREUNDER AND WHILE THE PRODUCT(S) IS IN THE POSSESSION OR UNDER THE CUSTODY AND CONTROL OF PURCHASER.
7. In consideration of the sale of the product(s) by Mustang Cat, Purchaser agrees to pay Mustang Cat for such product(s) at Mustang Cat's Principal office in Houston, Harris County, Texas.
8. In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, Purchaser agrees to pay reasonable attorney's fees to Mustang Cat should this matter be placed in the hands of an attorney for collection.
9. This Order for New Products and Security Agreement shall be interpreted and construed in accordance with the laws of the State of Texas.
10. If so indicated on the reverse side hereof, Mustang Cat will obtain and maintain dual interest insurance with respect to the product(s) subject hereto for so long as any portion of the purchase price is unpaid insuring against all risks of physical loss or damage to such product(s), subject to such reasonable deductibles and exceptions as Mustang Cat may, in its discretion, determine and shall charge Purchaser the applicable price therefore...
11. In the event Seller consents in writing to cancellation, Buyer shall pay Seller, at Seller's option, the following as liquidated damages:
a. Invoice price of all goods which have been identified to the contract, whether such goods have been delivered to Buyer or not.
b. Actual costs incurred by Seller for goods not completed which are allocable to the balance of the contract, including the cost of discharging Seller's liabilities which are so applicable and the costs of materials on hand which were acquired or produced in connection with partially finished work and materials.
c. A reasonable allowance for profit in connection with goods called for under the contract, but with respect to which production has not yet begun at the time of cancellation.
d. Reasonable costs incurred by Seller, including accountant's and attorneys' fees, if any, in making any termination settlement hereunder.
12. The remedies herein reserved by Seller, shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any portion of this contract shall constitute a waiver of continuing or future breach of such provision or of any other provision hereof.

Initial \_\_\_\_\_