



INVOICE

Working hard for the working man since 1960

ASCO EQUIPMENT
6203 LONG DR
HOUSTON, TX 77087
713-649-0940

DATE: December 8, 2022
CUSTOMER NO: BP0112363
INVOICE NO: ESA020588
PO NO: 220424

BILL TO: Fort Bend County Auditor
301 Jackson
Richmond, TX 77469
(281)341-3760

SHIP TO: Fort Bend County Road & Bridge
201 Payne Lane
Richmond, TX 77469

ATTN:	SALESMAN	CUSTOMER P.O.	TERMS	DELIVERY
	Timothy Gates	220424	Due on Receipt	

QTY	DESCRIPTION	SERIAL NUMBER	UNIT NUMBER	UNIT PRICE	AMOUNT
1	Gradall XL 4100 Truck Mounted Excavator	4140000436	EQ0138009	\$ 519,336.66	\$ 519,336.66
1	Gradall 66in Bucket with Bolt on Cutting Edge		EQ0147620	\$ 6,171.06	\$ 6,171.06

SUB TOTAL:	\$ 525,507.72
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PLEASE MAKE CHECK PAYABLE TO:
ASCO EQUIPMENT
6203 LONG DR
HOUSTON, TX 77087

Total Purchase	\$ 525,507.72
Down Payment	\$ -
Sales Tax	\$ -
Diesel Tax	\$ -
Doc Fees	\$ -
Inventory Tax	\$ -
TOTAL	\$ 525,507.72

Thank you for your business!



WEREONIT

ASCO SALES DELIVERY TICKET

Customer's Order #: BP0112363

Date: 12/08/2022

Name: FORT BEND COUNTY ROAD & BRIDGE

Address: 201 PAYNE LANE

City/State: RICHMOND, TX 77469

Qty:	Equipment	Verify	Attachments	Verify
Unit #1	GRADALL XL4100	✓	1.) 66IN DITCHING BUCKET EQ# EQ0147620	✓
	EQ# EQ0138009	✓	2.) EQ#	
	SN# 4140000436	✓	3.) EQ#	
	Hours:	✓	4.) EQ#	
Unit #2			1.) EQ#	
	EQ#		2.) EQ#	
	SN#		3.) EQ#	
	Hours:		4.) EQ#	
Unit #3			1.) EQ#	
	EQ#		2.) EQ#	
	SN#		3.) EQ#	
	Hours:		4.) EQ#	
Unit #4			1.) EQ#	
	EQ#		2.) EQ#	
	SN#		3.) EQ#	
	Hours:		4.) EQ#	

Qty	Manuals:	Verify	Manuals:	Verify
1	Manual PN# 80884013	✓	Other: PN#	
	Manual PN#		Other: PN#	
	Manual PN#		Other: PN#	
	Manual PN#		Other: PN#	

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

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

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.

Received by:

Date:

Salesman:

Date:

Timothy Lucas

12/08/2022



Gradall Industries
406 Mill Avenue Southwest
New Philadelphia, Ohio 44663

All Parts of This Form Must Be Completed to Register
Warranty Per Procedure Manual.
Must be Submitted With 10 Days of Delivery of Machine

Machine Warranty Registration & Delivery Report

DELIVERY DATE 12/08/2022	ON RENT OR LEASE 6 Mos. or less over 6 Mos. <input type="checkbox"/> <input type="checkbox"/>	MODEL XL4100	SERIAL NUMBER	4140000436
			EXTENDED WARRANTY	<input type="checkbox"/>

DISTRIBUTION NAME AND ADDRESS: Associated Supply Company P. O. Box 3888 Lubbock, Tx 79452		CUSTOMER (MAILING ADDRESS) FORT BEND COUNTY 201 PAYNE LANE. RICHMOND, TX	HOUR METER READING <div></div>
OWNER CLASS		CUST JOB LOCATION FORT BEND COUNTY 201 PAYNE LANE. RICHMOND, TX	ODO METER READING <div></div>
1. <input type="checkbox"/> PRIVATE	5. XMUN GOVT.		
2. <input type="checkbox"/> NAT'L GOVT.	6. <input type="checkbox"/> SPEC. AUTH.		
3. <input type="checkbox"/> STATE OR PROV.	7. <input type="checkbox"/> Military		
4. <input checked="" type="checkbox"/> COUNTY OR TWP.	8. <input type="checkbox"/> Dealer O.E.M.		
		US	

"CHECK - OFF ITEMS"

☒

PRE-DELIVERY INSPECTION PERFORMED

☒

ALL MANUALS WITH MACHINE

☒

MANUALS EXPLAINED

☒

MACHINE OPERATIONS EXPLAINED

☒

SAFETY MAINTENANCE.OPERATION EDUCATION OFFERED

☒

SPECIAL OPTIONS EXPLAINED

STATEMENTS

1. THIS MACHINE WAS PROPERLY INSPECTED AND ADJUSTED BEFORE DELIVERY IN ACCORDANCE WITH THE PRE-DELIVERY INSPECTED REPORT FORM 28820 OR 28821.
2. THE FOLLOWING ITEMS (AMONG OTHERS) WERE EXPLAINED TO CUSTOMERS :

1. PROPER OPERATING PROCEDURES/INSTRUCTIONS AND HOW TO USE THE OPERATOR'S AND SERVICE MANUALS.

- ☒ ALL SAFETY POINTS EXPLAINED
- ☒ OWNER'S RESPONSIBILITY EXPLAINED (SEE-REVERSE)
- ☒ ALL STATEMENTS ON THIS FORM EXPLAINED

DISTRIBUTOR'S COMMENTS

DISTRIBUTOR'S SIGNATURE: Jimmy Jones
DATE: 12/08/2022

- 2. THE IMPORTANCE OF SAFETY PRECAUTIONS AND SAFETY EQUIPMENT AND ITS USE.
- 3. THE NECESSITY OF PREVENTIVE MAINTENANCE ACCORDING TO GRADALL SCHEDULE.
- 4. WARRANTY TERMS AND COVERAGE.
- 5. THE AVAILABILITY OF SAFETY/MAINTENANCE/OPERATIONS SEMINARS.
- 6. OWNER'S MAINTENANCE RESPONSIBILITIES AS SHOWN ON REVERSE HEREOF.

CUSTOMER'S DECLARATION

I HAVE RECEIVED AND REVIEWED THE OPERATOR'S AND SERVICE MANUALS FOR THIS MACHINE AND UNDERSTAND THE PROPER AND SAFE OPERATION AS WELL AS THE MAINTENANCE REQUIREMENTS FOR THIS MACHINE.

I HAVE ALSO RECEIVED A COPY OF THE WARRANTY POLICY AND UNDERSTAND THE TERMS DESCRIBED THEREIN.

I HAVE ALSO HAVE RECEIVED, UNDERSTAND AND AGREE WITH THE INFORMATION "CHECK-OFF ITEMS" AND "STATEMENTS" ON THIS FORM. ALL OF WHICH HAVE BEEN EXPLAINED TO ME.

THE MACHINE WAS DEVELOPED TO ME IN SATISFACTORY AND SAFE CONDITION AND I UNDERSTAND THAT THE WARRANTY PERIOD BEGINS ON THE "DELIVERY DATE" SHOWN ABOVE.

SIGNED: _____ DATED: _____

CUSTOMER CONTACT
NAME: _____

OPERATOR NAME: _____

TITLE: _____

WARRANTY STATUS: _____



Email: MIKE.STARKEY@FORTBENDCOUNTYTX.GOV

Phone #: 281-238-3618

ASSOCIATED SUPPLY COMPANY, INC. - SALES CONTRACT FOR NEW EQUIPMENT

1. **Sale of New Equipment (No Trade-In):** Associated Supply Company, Inc., a Texas corporation ("ASCO" or "Seller") agrees to sell, and FORT BEND COUNTY ROAD & BRIDGE ("Buyer"), agrees to buy, subject to the terms and conditions stated in this Sales Contract (the "Contract"), the following described equipment (the "Equipment"):

Quantity	Make/ Model/ Description	Serial No./ ID No.	Price Per Item
1	GRADALL XL4100 TRUCK MOUNTED EXCAVATOR	4140000436 / EQ0138009	\$525,507.72
	OTHER CHARGES:		
	TOTAL SALES PRICE:		\$525,507.72
	SALES TAX:		
	LESS, CASH DOWN PAYMENT:		
	CASH DUE ON DELIVERY:		

2. **Trade-In Equipment:** Buyer hereby bargains, sells and conveys to Seller the following described "Trade-In Equipment" and warrants and certifies to Seller that Buyer is the owner of the Trade-In Equipment and that the Trade-In Equipment is free and clear of all liens, encumbrances, and security interests, except as shown below:

First Year Used	Make/ Model/ Description/ Serial Number	Trade Allowance	Name of Lienholder & Amount Owed	Net Trade Allowance

3. **Sale of New Equipment with Trade-In (Summary):** If Buyer is trading in equipment as described in Paragraph 2 of this Contract, the Total Sales Price of the Equipment is described as follows:

Quantity	Make/ Model/ Description	Serial No./ ID No.	Price Per Item	(LESS) Trade Allowance	Net Price
	OTHER CHARGES:				
	TOTAL SALES PRICE:				
	LESS, TRADE ALLOWANCE:				
	LESS, CASH DOWN PAYMENT:				
	TOTAL SALES PRICE (LESS TRADE ALLOWANCE AND CASH DOWN PAYMENT):				
	SALES TAX:				
	CASH DUE ON DELIVERY:				


DISCLAIMER OF WARRANTIES ON EQUIPMENT

Buyer 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 Buyer'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, MECHANABILITY, CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, MERCHANTABILITY, 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. Buyer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment. This Contract is dated to be effective on the latest date shown below the signature of each party.

NOTICE TO BUYER:

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT ARE A PART OF THIS CONTRACT AND ARE INCORPORATED IN THIS CONTRACT BY REFERENCE. DO NOT SIGN THIS CONTRACT BEFORE YOU THOROUGHLY READ BOTH SIDES OF THIS CONTRACT. YOU MAY CONSULT YOUR OWN ATTORNEY OR LEGAL ADVISOR BEFORE SIGNING THIS CONTRACT. THIS CONTRACT IS SUBJECT TO SELLER'S ACCEPTANCE AS SHOWN BELOW.

Accepted by (Seller): 
Date: 12/08/2022

Buyer: 
Print Name: Michael J. Shockey Date: 12/8/2022
Title: _____

ADDITIONAL TERMS AND CONDITIONS

[REFERRED TO ON THE REVERSE SIDE OF THIS SALES CONTRACT FOR NEW EQUIPMENT]

1. Buyer agrees to pay ASCO the Total Sales Price for the Equipment as shown on the Reverse Side of this Contract, to be paid as follows: Upon signing this Contract, Buyer is paying to ASCO the "Cash Down Payment" (as stated on the Reverse Side of this Contract) by check or wire transfer of funds (the Cash Down Payment must be received by ASCO by no later than three (3) business days after the date of the Contract; otherwise, this Contract is void at the option of Seller. The balance of the Sales Price (being the "Cash Due on Delivery" as shown on the Reverse side of this Contract) will be paid 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. The Cash Down Payment is non-refundable to Buyer 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 this Contract or should the manufacturer fail to fulfill the order within a reasonable period of time. If the Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within three (3) business days from the date of this Contract; and if such financing is not obtained, this Contract may be terminated at the option of either party.
2. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due.
3. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Contract, 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 shown on the Reverse Side of this Contract. 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 Contract provided that such termination is made prior to the delivery of the Equipment, and provided further that Buyer will forfeit its Cash Down Payment upon such termination.
4. Seller will be excused from performance under the terms of this Contract 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 will be the return of its Cash Down Payment.
5. Should Buyer default under the terms of this Contract, ASCO may terminate this Contract 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 Contract and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Contract, 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 Contract. 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 Contract or the Equipment to be provided under this Contract. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*
6. This Contract 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.
7. This Contract 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 Contract or the Equipment will be in Lubbock County, Texas.
8. **Delivery:** The Equipment will be delivered to Buyer in accordance with one of the following, and the risk of loss will pass to Buyer immediately upon the Equipment being delivered (Select One):

Picked up by Customer at ASCO's Location:	Delivered by ASCO to Customer's Location:
	201 PAYNE LANE
	RICHMOND, TX 77469

- 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 is beyond the control of Seller. If the Seller has provided the 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 Contract, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.
9. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the Reverse Side of this Contract for the purpose of identifying the Equipment or correcting errors.

Buyer's Initials: 