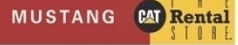




New Machine Sales Agreement



REF# Q-35521

MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 - 1001

SOLD TO	CUSTOMER	Fort Bend County Road & Bridauditors Office	SHIP TO	
	STREET ADDRESS	Po 130048 301 Jackson Suite 533		
	CITY/STATE	Richmond/TX		/
	POSTAL CODE	77469		
	COUNTY/ COUNTRY			
	PHONE NUMBER			
	EMAIL	russell.hurta@fortbendcountytexas.gov		
	CUSTOMER CONTACT	EQUIPMENT Russell Hurta	F.O.B. AT:	
		PRODUCT SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0481600	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):		CUSTOMER PO NUMBER:	
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DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE:	Caterpillar	MODEL:	CB2.7GC OR	YEAR:	2025
ID NUMBER:	25NE3328 & 25NE3329	SERIAL NUMBER:		SMU:	
CB2.7GC	CB2.7GC OR				
25NE3328	25NE3328				\$66,424.43
LANE 3 ORDER NC	0P-9003				\$0.00
ENGINE, CAT C1.7T	564-8160				\$0.00
HYDRAULICS, STD	559-1655				\$0.00
OIL, HYD, STANDARD	574-6039				\$0.00
LIGHTS, WORKING, LED	568-5154				\$0.00
SWITCH, BATTERY DISCONNECT	565-3708				\$153.24
SEAT, WITH SAFETY SWITCH	573-5962				\$761.09
SUPPORT, SLIDING FOR SEAT	364-2279				\$1,016.49
SEAT BELT, 3"	542-6995				\$193.08
ROPS, FOLDABLE, LOCKABLE	574-6088				\$2,421.19
TRAVEL CONTROL, STD	569-6569				\$0.00
TRAVEL CONTROL, CUP HOLDER	453-9461				\$81.73
PRODUCT LINK, CELLULAR PL243 NC	577-1414				\$0.00
PLUG (NON SINGLE LIFT) NC	503-1603				\$0.00
GUARDS, BUMPER	569-8093				\$111.35
DRUM SCRAPER, FIXEDNC	603-5914				\$0.00
INSTRUCTIONS, ANSI	574-6030				\$0.00
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926				\$0.00
MIRROR, REAR VIEW	660-5143				\$375.95
PACKING, LAST MILE PROGRAM	0P-4299				\$0.00

Total Machine List Price: \$71,538.56**Dealer Discount: \$20,861.04****Non-Discounted Items:**

Make Ready	\$460.00
Freight Charges	\$550.00
Warranty	\$1,482.00
Miscellaneous	\$0.00

Quote Notes

Sourcewell Contract #060122-CAT. Net 30.

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SUB TOTAL	\$53,169.52
PAYOUT TO: _____	AMOUNT: \$0.00	PAID BY: _____	HEAVY EQUIPMENT TAX	\$0.00
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SALES TAX	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	DOC FEE	\$0.00
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	DIESEL SURCHARGE	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	TOTAL CASH PRICE	\$53,169.52
<p>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</p> <p>PREVENTATIVE MAINTENANCE AGREEMENT</p> <p>CVA 500 Hours </p>			CASH WITH ORDER	\$0.00
			TRADE IN ALLOWANCE	\$0.00
			TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
			UNPAID BALANCE OF TRADES	\$0.00
			Invoice – Downpayment + Trade in Allowance	\$53,169.52
			TOTAL AMOUNT FOR A QUANTITY OF (2)	\$106,339.04
EQUIPMENT WARRANTY				
Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.				

WARRANTY TERM	48 Month 2000 Hours Powertrain + Hydraulics + Tech Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	CUSTOMER INITIAL.
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DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

DATE _____	DATE _____
ORDER RECEIVED	
BY <u>Stuart Newton</u>	CUSTOMER NAME _____
SIGNATURE _____	CUSTOMER SIGNATURE _____
TITLE <u>Governmental Sales Representative</u>	TITLE _____

