

REF# Q-36212

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 Drainage District	SHIP TO	
	STREET ADDRESS	Po Box 1028		
	CITY/STATE	Rosenberg/TX		/
	POSTAL CODE	77471		
	COUNTY/ COUNTRY			
	PHONE NUMBER	832-473-2277		
	EMAIL	steven.korenek@fortbendcountytexas.gov		
	CUSTOMER CONTACT	EQUIPMENT Steven Korenek	F.O.B. AT:	
		PRODUCT		
		SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0481580	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:	
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**DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED**

MAKE:	Caterpillar	MODEL:	330-07 TC	YEAR:	2025
ID NUMBER:		SERIAL NUMBER:		SMU:	
330 07H HEX AM-N CFG1 0	651-5807				\$341,633.26
330 07 EXCAVATOR ARRANGEMENT	527-2180				\$0.00
COMMON ARRANGEMENT	579-4738				\$0.00
GUARD, SWIVEL	134-8883				\$0.00
PEDAL, STRAIGHT TRAVEL	490-7715				\$0.00
FRAME, UPPER	507-4840				\$0.00
MONITOR, 10"	511-9428				\$0.00
SENSOR, PRESSURE, EOU	513-3214				\$0.00
GUARD, TRAVEL MOTOR, HD	514-7013				\$0.00
VALVE, FINE SWING	520-1923				\$0.00
FILM, OPERATING PATTERN, 2WAY 0	520-9418				\$0.00
RECEIVER, BLUETOOTH	524-8272				\$0.00
MACHINE ECM	525-7678				\$0.00
COUNTERWEIGHT, 67MT (14,770LB)	575-2677				\$0.00
LIGHT, CHASSIS	577-3907				\$0.00
LINES, A/C 0 NC	577-7867				\$0.00
TRAVEL, ALARM	592-8316				\$0.00
UNDERCARRIAGE, LONG	593-4943				\$0.00
CAB, DELUXE	609-5081				\$0.00
SWIVEL, W/SWING SENSOR	620-8844				\$0.00
LANE 3 ORDER 0 NC	0P-9003				\$0.00
TRACK, 31" TG0	516-8657				\$5,281.67
BOOM, REACH 20'2" 0	577-5867				\$10,869.82
<b>STICK, R12'4" 0</b>	<b>516-8565</b>				\$6,160.25
LINKAGE, BKT CB2 W/EYE GRADE 0	521-8015				\$3,815.68
CYLINDER, BOOM	516-8457				\$8,438.42
CYLINDER, STICK 0	635-2974				\$4,883.25
CYLINDER, BUCKET CB2 0	635-2971				\$3,120.99
HYDRAULIC PKG, COMB ADV	597-0955				\$12,647.41
BOOM TUBE W/EOU 0 NC	516-8550				\$0.00
LINES, DRAIN, PQC 0 NC	549-9535				\$0.00
BATTERIES, 2 0	506-5013				\$755.98
LIGHTS, CAB, W/RAIN PROTECTOR 0	577-8973				\$929.66
LIGHTS PKG, REACH & SLR BOOM 0	581-1525				\$380.04
JOYSTICKS, VERTICAL SLIDER 0	528-6835				\$1,573.26
WIPER, RADIAL W/O LOWER 0 NC	484-8021				\$0.00
GRADE 2D ASSIST & PAYLOAD 0 NC	624-7796				\$0.00
GRADE SENSOR, REACH BOOM 0 NC	621-6763				\$0.00
GRADE SENSOR, R12'4" STICK 0 NC	621-6781				\$0.00
PROD LINK, PLE643/PLE743 RADIO 0 NC	594-9052				\$0.00
NETWORK MANAGER, A6N1 0 NC	555-7286				\$0.00
INTEGRATED RADIO, W/O DAB	502-7166				\$740.66
CAMERA, 360 VISIBILITY 0	578-7636				\$2,880.91
GUARD, TRACK GUIDING, SEGMENTED 0	346-7150				\$2,298.60
GUARD, BUCKET CYLINDER 0	643-9622				\$3,023.94
GUARD, BOTTOM HD 0	576-9456				\$2,319.03
FILM, EMC 0 NC	528-4738				\$0.00
FILM, INTERIOR, ANSI 0 NC	573-4351				\$0.00
FILM, EXTERIOR, ANSI 0 NC	578-2910				\$0.00

SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926	\$0.00
STORAGE PROTECTION (EXPORT) 0	0G-4126	\$107.84
STORAGE PROTECTION (EXPORT) 0	0P-7563	\$38.31
CONTROL, QC 0	517-4758	\$1,144.19
LINES, HP, REACH BOOM	562-6221	\$1,491.54
LINES, QC, REACH BOOM 0	516-7688	\$1,619.24
LINES-HP, R12'4" STICK 0	450-0693	\$1,363.84
LINES-QC, R12' 4" STICK 0	450-0695	\$1,261.68
SUN SCREEN, REAR0	488-6450	\$275.83
JOYSTICK STEER + AUX RELAY PKG 0	617-0334	\$1,363.84
MIRROR, CAB, W/O GUARD 0	580-8628	\$140.98
STORAGE TRAY 0	576-9461	\$61.30
QUICK DRAINS READY	578-2915	\$0.00
ROLL ON-ROLL OFF 0	0G-4202	\$242.63
BKT HD 48" 174YD3 CB 2,313	541-1748	\$13,722.00
TIP, HEAVY DUTY ADVANSYS 30	505-4002	\$185.00
TIP, HEAVY DUTY ADVANSYS 30	505-4002	\$185.00
TIP, HEAVY DUTY ADVANSYS 30	505-4002	\$185.00
TIP, HEAVY DUTY ADVANSYS 30	505-4002	\$185.00
TIP, HEAVY DUTY ADVANSYS 30	505-4002	\$185.00
SIDECUTTERS, HEAVY DUTY 108	357-2698	\$1,451.00
THUMB GROUP 1,943	578-2515	\$19,125.00
BRACKET GP76	385-9614	\$1,215.00
CONNECTOR LINES, THUMB 47	418-0310	\$1,507.00

**Total Machine List Price: \$458,809.02**

**Dealer Discount: \$113,913.12**

**Non-Discounted Items:**

<b>Make Ready</b>	\$4,030.00
<b>Freight Charges</b>	\$1,200.00
<b>Warranty</b>	\$2,088.00
<b>Miscellaneous</b>	\$0.00

Quote Notes

**Sourcewell Contract #011723-CAT. COI. Quote valid 90 days.**

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	<b>SUB TOTAL</b>	\$352,213.90
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: _____	<b>TOTAL CASH PRICE</b>	\$352,213.90
<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><b>PREVENTATIVE MAINTENANCE AGREEMENT</b></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
			<b>Invoice - Downpayment + Trade in Allowance</b>	\$352,213.90
			<b>TOTAL AMOUNT TO BE FINANCED</b>	\$352,213.90
<b>EQUIPMENT WARRANTY</b>				
<p>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.</p>				

<b>WARRANTY TERM</b>	36 Month   3000 Hours Powertrain + Hydraulics + Tech Labor+Travel 2H/100M CAT Work Tools Warranty 12 Months/Unlimited Hours	<b>CUSTOMER INITIAL.</b>
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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.

**OTHER TERMS AND CONDITIONS**

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ORDER RECEIVED

BY Stuart Newton

CUSTOMER NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_

TITLE Governmental Sales Representative

TITLE \_\_\_\_\_

REF# Q-32842

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 Drainage District	SHIP TO	
	STREET ADDRESS	Po Box 1028		
	CITY/STATE	Rosenberg/TX		/
	POSTAL CODE	77471		
	COUNTY/ COUNTRY			
	PHONE NUMBER	2813420141		
	EMAIL	steven.korenek@fortbendcountytx.gov		
	CUSTOMER CONTACT	EQUIPMENT Steven Korenek	F.O.B. AT:	
		PRODUCT		
		SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0481580	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:	
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**DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED**

MAKE:	Caterpillar	MODEL:	D5 LGP	YEAR:	2025
ID NUMBER:		SERIAL NUMBER:		SMU:	
D5 LGP VPAT TRACTOR 0	510-7536				\$19,359.32
LANE 3 ORDER 0 NC	0P-9003				\$0.00
REGIONAL ARR-US0 NC	637-5591				\$0.00
CONFIGURATION 17C, VPAT 0	637-5500				\$447,225.83
OPEN SWEEPS, VPAT 0	637-5557				\$5,812.90
FINAL DRIVE, LGP, 85" 0 NC	510-9718				\$0.00
ENGINE0 NC	599-5701				\$0.00
AIR CLEANER, STANDARD0 NC	521-4270				\$0.00
UNDERCARRIAGE, LGP, S1/ABR 0	523-9393				\$13,250.15
TRACK, 34", ES, LGP, S1/ABR 0	579-5777				\$2,824.72
GUARD GUIDING,LGP,S1/ABR,PART 183	384-7414				\$2,829.83
DUAL CONTROL PACKAGE0	515-7373				\$4,459.28
FAN ARR, HYD, BASIC 0 NC	637-5569				\$0.00
BATTERY, STANDARD PACKAGE 0 NC	623-9672				\$0.00
LIGHTING GP, 6 LED, VPAT 0	637-5573				\$858.14
NO BEACON LIGHT 0 NC	619-4076				\$0.00
CAB, PREMIUM 0	612-0655				\$6,425.86
GRAB HANDLES, LGP, VPAT 0 NC	505-5307				\$0.00
SEAT, STANDARD 0 NC	470-7252				\$0.00
FLOOR, CAB, PREMIUM 0	621-2023				\$326.91
PREMIUM CORP RADIO (12V) 0	627-1568				\$745.77
REAR CAMERA 0	639-5023				\$679.36
AIR CONDITIONING, QUICK DISC 0 NC	637-5567				\$0.00
AIR FILTER, CAB 0 NC	621-6692				\$0.00
ASSIST W/ARO 0 NC	594-3513				\$0.00
JOYSTICK, ARO/GRADE, VPAT 0 NC	608-3256				\$0.00
DOZER CTL, ARO/GRADE, LGP VPAT 0 NC	550-5572				\$0.00
PROD LINK, PL243/PLE643/PLE743 0 NC	619-4080				\$0.00
FUEL TANK, BASIC 0 NC	508-1610				\$0.00
FUEL LINES, BASIC 0 NC	637-5581				\$0.00
RADIATOR, STANDARD HRC 0 NC	510-1531				\$0.00
GUARD, HEAVY DUTY PKG, VPAT 0	550-5587				\$2,911.56
PA55 WINCH, STANDARD SPEED PKG 0	515-3713				\$55,523.96
BULLDOZER PACKAGE, LGP, VPAT 0 NC	515-3738				\$0.00
BLADE, LGP VPAT, STRAIGHT, ARO 0	625-1565				\$16,447.76
HYDRAULIC OIL, STANDARD 0 NC	550-5600				\$0.00
ENGINE COOLANT, -35F 0 NC	579-5798				\$0.00
LUBRICANT, STANDARD 0 NC	579-5795				\$0.00
PROTECTION, CYLINDER ROD 0 NC	0P-3940				\$0.00
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926				\$0.00
SCREEN, REAR, HINGED 0	599-7940				\$2,073.85
GUARD, LIGHTS, PREMIUM, VPAT 0	623-9732				\$377.99
FAIRLEAD, 3 ROLLERS 710	118-7211				\$11,850.56
FOURTH ROLLER 717	174-4770				\$1,946.15
ROLL ON-ROLL OFF 0	0P-6637				\$381.06

**Total Machine List Price: \$596,310.98**

**Dealer Discount: \$142,098.39**

<b>Non-Discounted Items:</b>	
<b>Make Ready</b>	\$2,910.00
<b>Freight Charges</b>	\$1,200.00
<b>Warranty</b>	\$4,351.00
<b>Miscellaneous</b>	\$2,500.00
Quote Notes	
<b>Sourcewell Contract #011723-CAT. COI. Quote valid 90 days.</b>	

TRADE-IN EQUIPMENT				TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____		<b>SUB TOTAL</b>	\$465,173.59
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: _____		<b>TOTAL CASH PRICE</b>	\$465,173.59
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				TRADE IN ALLOWANCE	\$0.00
				TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
				UNPAID BALANCE OF TRADES	\$0.00
				<b>Invoice – Downpayment + Trade in Allowance</b>	\$465,173.59
				<b>TOTAL AMOUNT TO BE FINANCED</b>	\$465,173.59
<b>EQUIPMENT WARRANTY</b>					
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.					

<b>WARRANTY TERM</b>	36 Month   3000 Hours Powertrain + Hydraulics + Tech Labor+Travel 2H/100M CAT Work Tools Warranty 12 Months/Unlimited Hours	<b>CUSTOMER INITIAL.</b>
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**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED**

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

## TERMS AND CONDITIONS

- 1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
- 2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
- 3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
- 4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
- 6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
- 7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer 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.
- 8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
- 9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
- 10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
- 13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**
- 14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.
- 15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
- 16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**