



Smart's Truck & Trailer Equipment Inc.
 4730 Washington Blvd. Beaumont, TX. 77707
 (409) 842-5110 office

Retail Sales Order

Sold To: Tyler County Clerk
 Address: 205 N. Charlton
 City, State Woodville, TX.
 Zip Code 75979 Phone No: 409-283-7623

Stock No.	Type of Sale	Year	Make	Model	Vin No.
	NEW	2018	VOLVO	VHD64B200	TBD
Engine	SEE ATTACHED COMPLETE SPEC				
Trans.					
Fr. Axle					
R. Axle	Ratio-				
R. Susp					
Fr. Tires					
R. Tires					
Wheels					
Options:					
NJPA MEMBER PRICE					\$92,182.01
SOURCED GOODS - CONTRACT (PURCHASED COVERAGE)					\$3,133.75
SOURCED GOODS - NON CONTRACT					\$12,551.00
FREIGHT					\$2,100.00
ADDITIONAL FREIGHT					
SURCHARGE					\$750.00
F.E.T.					
V.I.T.					\$253.65
T.T.&L. - CUSTOMER RESPONSIBLE					
Total Sales Price					\$110,970.41
NJPA CONTRACT NUMBER -		081716-VCE		Trade Allowance	
NJPA MEMBER NUMBER -		8372		Payoff	
Trade - In - Information					Net Trade Difference
Year	Make				\$0.00
Model	Body Style				
Vin No.	NONE				
Payoff To:					Total Cash Down Payment
Quoted By	Good Thru:				\$0.00
Disclaimer of Warranties					Balance Due
Any warranties on the products sold hereby are those made by a manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.					\$110,970.41
*Documentary Fee					
A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$250.00. This notice is required by law.					

NEW Trucks sold by Smart's Truck & Trailer Equipment, Inc. are required to comply with applicable Federal Vehicle Safety Standards in effect on the date of Manufacture. If Smart's Truck & Trailer Equipment, Inc. is not notified that any additional equipment or changes will be required to meet Federal, State or Local standards or regulations in effect at the time of delivery, such equipment or changes will be added and this order will be subject to price adjustment for the cost thereof.



IMPORTANT: Read additional terms and conditions including warranty on the back of this Purchase Order
 This order shall not become binding until accepted by the Dealer or his authorized representative.

Smart's Truck & Trailer Equipment, Inc. Acceptance
 Sales Rep _____
 Sales Mgr _____
 Date 03/29/17

Purchaser's Acceptance
 Accepted by Martin F. Ash
 Title Tyler County Commissioner, Pct. 1
 Date 03/29/17

New Trucks

WARRANTY

A comprehensive new truck warranty and specific warranties as to major components of the truck to be delivered hereunder are set forth in the owner's book. A copy of which is supplied with each vehicle delivered, is available for inspection upon request, and is incorporated by reference herein. Such warranties are to the effect that the new truck and the specified major components will be free from defects in material, workmanship, and like, but only for the time and mileage limits set out in the owner's book and limited to certain expenses of repair or replacement, or giving the purchaser credit towards the cost of replacement parts, as specified in the owner's book. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED (INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE).**

The liability of the seller to the purchaser (except as to title) arising out of the supply of the truck, or its use, whether on warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the truck or part thereof and upon expiration of the warranty period all such liability shall terminate and in no event shall the seller be liable for special, or consequential damages, including but not limited to the loss of anticipated profits. The obligation of the seller shall be limited, at its option, to replacement or repair of any defective equipment or to refund of the purchase price or a portion depending on extent of operation as specified in the owner's book. The foregoing shall constitute the sole remedy of the purchaser and the sole liability of the seller. **The comprehensive new truck warranty does not apply to any tires and tubes delivered hereunder to the purchaser AS TO THE TIRRES AND TUBES, THE SELLER ASSUMES NO LIABILITY WHATSOEVER FOR BREACH OF WARRANTY.**

1. **TRADE-IN.** The purchaser agrees to deliver the truck(s) being traded-in in the same condition as if (they) was in at the time of inspection by the seller, reasonable wear and tear excepted, and the purchaser represents that the truck(s) is free and clear of all liens and encumbrances and that it (they) is of the type described elsewhere in this order.

2. **TERMS OF PAYMENT.** The terms, unless otherwise agreed, are cash on delivery. Any payment which is not made when due shall bear interest hereafter at the maximum rate per annum permitted by law. If shipments are delayed by the seller hereunder on the terms of payment as agreed upon. The seller may suspend such work and deliveries and require such assurance of purchaser's performance as seller deems adequate, including full or partial payment in advance or seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the purchaser or in the event any proceeding is brought against the purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** The purchaser may cancel this order only within 30 days of the date of acceptance and only upon written notice, and upon any cancellation or failure to accept delivery, the purchaser shall pay seller reasonable and proper cancellation charges.

4. **SALES AND OTHER TAXES.** The seller's prices do not include sales, use, excise or similar taxes, consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the truck(s) purchased hereunder shall be paid by the purchaser or, in lieu thereof, the purchaser shall provide the seller with a tax exemption certificate acceptable to the taxing authorities.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to the purchaser at the seller's factory or other point of shipment, unless provided in the contrary. Deliveries will be made via carriers and routes selected by the seller with freight charges to be assumed by the purchaser. The risk of loss or damage, latent or otherwise, shall pass to the purchaser upon delivery to the carrier. If shipments are delayed by the purchaser, trucks held for the purchaser shall be at its risk and expense. Delivery dates are approximate and are based upon receipt of all necessary information from the purchaser. The seller shall not be liable for delays in delivery or failure to manufacture or deliver due to: (1) causes beyond its reasonable control; (2) acts of God, acts of the purchaser, acts of civil or military authorities, strikes, fire, strikes, floods, epidemics, war, riot, delays in transportation; (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

6. **TECHNICAL CHANGES.** The seller reserves the right to change the design or specifications of the truck(s) at any time with no obligation to make such changes in similar trucks previously delivered to the purchaser. The purchaser agrees to accept any such changed truck in full settlement of the seller's obligation under this order for such truck.

7. **PATENTS.** The seller shall defend any suit or proceeding brought against the purchaser so far as based on a claim that any truck, or any part thereof, furnished under this order constitutes an infringement of any patent of the United States, if notified primarily in writing and given authority, information and assistance (at the seller's expense) for the defense of same, and the seller shall pay all damages and costs awarded therein against the purchaser. In case said truck, or any part thereof, is in such suit held to constitute infringement and the use of said truck or part is enjoined, the seller shall, at its own expense and at its option, procure for the purchaser the right to continue using said truck or part, or replace same with a non-infringing truck or modify it so it becomes non-infringing, or accept the return of the truck, or any part thereof, and refund the purchase price thereof. The preceding paragraph shall not apply to any truck, or any part thereof, manufactured to purchaser's design. As to such truck, or such part thereof, the seller assumes no liability whatsoever for patent infringement.

8. **LIMITATION OF LIABILITY.** The seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, repair, or use of any truck covered by or furnished under this contract shall in no case exceed the price allocated to the truck or part thereof which gives rise to the claim. In no event shall the seller be liable for special or consequential damages.

9. **TITLE AND REMEDIES.** Until full payment of all obligations of the purchaser hereunder, the seller reserves the title to all equipment hereunder. If the purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings or makes an assignment for the benefit of creditors or without the consent of the seller voluntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, the seller may treat all amounts then or thereafter owing hereunder by the purchaser to be immediately due and payable (subject only to credits required by law) and the seller may repossess said equipment by any means available at law.

10. **GENERAL.** Any assignment of this order, or any rights hereunder, by the purchaser without written consent of the seller shall be void. **Cancel time in this order shall be automatically extended upon giving written notice thereof to the purchaser.**

No verbal alteration, or modification of any of the provisions herein shall be binding unless in writing and signed by a duly authorized representative of the seller.

This writing (including by reference the warranty provisions set out in the owner's book) and constitute the entire agreement between the parties and no understanding or obligation not herein or in the owner's book expressly set forth are binding upon the parties.

Used Truck Conditions

WARRANTY

The purchaser, including a purchaser for resale, understands and agrees that the used truck purchased hereunder will be sold on an "AS IS" basis and notwithstanding anything to the contrary herein or otherwise stated in writing or orally by an employee or agent of the seller, the purchaser understands and agrees that the SELLER MAKES NO WARRANTY (WRITTEN, ORAL OR IMPLIED, AND EXPRESSLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE) ON THE TRUCK.

The purchaser places no reliance on any representations of the seller, including any representations as to mileage, condition, usage or model year (notwithstanding a reference on a certificate of title), and hereby releases the seller from any demands, claims or causes of action for damages, breach of warranty, fraud or misrepresentation.

In no event shall the seller be liable for special or consequential damages.

LIQUIDATED DAMAGES

All cash payments and property interest may be retained by the seller as liquidated damages for breach of this purchase contract if the purchaser fails or refuses to take delivery of the truck(s) purchased hereunder.

DELIVERY

The seller shall not be liable for delays in delivery due to causes beyond its reasonable control.

ACCEPTANCE

In the event that the seller has not yet received possession and title to the used truck(s) being purchased hereunder, it is understood that the seller's acceptance shall become effective as soon as the seller does obtain possession and title, and the purchaser shall be constituted by delivery of the used truck(s) in its then condition at the time of delivery to the purchaser.

In the event that all or part of the purchase price is to be paid in installments under a security agreement, it is understood that acceptance of this purchase document binds the purchaser to take delivery but shall not cause title to the used truck(s) to pass to the purchaser, since title shall not pass until payment in full is made in accordance with the terms and conditions of the security agreement.

TAXES

The purchaser assumes responsibility for payment of any Federal Highway use taxes due and unpaid at the time of delivery of the used truck(s) being purchased hereunder.

I have read and understand the above Terms and Conditions.


Customer's Signature

3/30/2017
Date