



Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions

www.wpi.com Phone: 1-888-458-0448

Equipment Quotation

(This quotation is subject to terms and conditions)

Tyler County Precinct 1
205 North Charlton Street
Woodville TX 75979-4803
Attn: Joe Blacksher
Email: jblacksher@co.tyler.tx.us

Quote #: cwoodcock-0010
Date: 08/02/2023

WPI is pleased to offer the following equipment for your consideration.

New Komatsu GD655-6 SN: TBD

- T&R 17.5 X 25 XTLA RADIAL - REAR
- T&R 17.5 X 25 XTLA RADIAL - FRONT
- PUSH PLATE
- MOLDBOARD 14' X 26" X 1
- SEAT CLOTH-COVERED AIR SUSPENSION
- REAR-MOUNTED RIPPER/SCARIFIER ASSEMBLY
- LED LIGHTS, KOMTRAX, NO MILEAGE CHARGE FOR WARRANTY CLAIMS

WARRANTY

PREMIER 60 Months / 5000 Hours whichever occurs first

Komatsu Care - Complimentary Maintenance for 3 years or 2,000 hours * 1 hour of drive time or 45 miles each way is included as part of the Komatsu Care program per service, you will be responsible for overages at a rate of \$112 per hour & \$3.50 per mile.

*** FINANCE RATE AT TIME DELIVERY TO APPLY ***

*** Taxes are Estimated – To Be Determined at Time of Delivery ***

Sales Price:	\$287,439.69
TERP:	0
HET:	0
Sales Tax:	0
Sub Total:	\$287,439.69
Total Price:	<u>\$287,439.69</u>

We look forward to your valued order. If you have any questions or comments, please feel free to contact me at (936) 556-2132 or clinton.woodcock@wpi.com.

Regards,
Clinton Woodcock

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT. This quote becomes a sales order upon written acceptance by BOTH parties subject to those terms and conditions. This order is not valid unless accepted by an authorized WPI Manager.

Accepted: WAUKESHA-PEARCE INDUSTRIES, LLC

Accepted: Tyler County Precinct 1

By: _____

X _____ Date: _____

Quotation Terms & Conditions

ACCEPTANCE: Unless otherwise noted, this quotation expires in 30 days from the date of quotation. **PAYMENT TERMS:** Payment in full is due upon delivery. **TRADE-IN EQUIPMENT:** Purchaser warrants the trade-in equipment as shown is free and clear of all encumbrances and/or liens except in the amounts shown for "pay-off" as of the date of the quotation. **TAXES:** Any taxes listed upon this quotation are estimates only and are subject to change. Purchaser shall reimburse WaukeshaPearce Industries, Inc. (WPI) for all taxes incident to this transaction for which WPI is compelled to collect. **DELIVERY:** Any delivery quoted is an estimate only. WPI assumes no liability for delays in delivery. **VALIDITY:** This quotation is not binding on either WPI or the purchaser until it is accepted and validated, in writing by both parties, as a sales order. Whereupon, it becomes subject to all terms and conditions of a sales order as set forth below.

Sales Order Terms & Conditions

WARRANTIES: WPI makes no express warranties unless same appear in writing, are signed by WPI and specifically refer to said equipment and to this sales order. NO WARRANTY IS MADE THAT THE EQUIPMENT WILL SUIT CUSTOMER'S PURPOSE, THE SELECTION OF THE EQUIPMENT HAVING BEEN MADE BY CUSTOMER; NOR ARE THERE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT OR, IF NEW EQUIPMENT, BEYOND THE MANUFACTURER'S WARRANTY. WPI MAKES NO WARRANTY AS TO THE PRODUCTIVITY OF THE EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL WPI BE LIABLE FOR LOSS OF USE, DOWN-TIME OR ANY OTHER CONSEQUENTIAL DAMAGES. **DAMAGE TO THE EQUIPMENT:** Customer shall assume liability and full responsibility for any damage (other than normal wear and tear) to or loss of the Equipment from the time it is shipped from WPI's place of storage. **TAXES:** Customer shall pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to the operation, leasing, possession or use of the Equipment. Customer shall provide, at its own expense, all permits and licenses necessary for the operation and use of the Equipment. Customer shall comply with all laws, regulations, and ordinances applicable to the use, possession and operation of the Equipment, and shall indemnify, defend and hold WPI harmless from any consequences of Customer's noncompliance. **INSURANCE:** Customer, at its own expense, shall maintain in force adequate public liability insurance against bodily injury, death, and property damage resulting from the use or operation of the Equipment from the time that it is shipped from WPI's place of storage. Customer also agrees to keep the Equipment insured in accordance with the terms and conditions of any third party leasing company or finance company that has an interest in the Equipment. Until such time that the equipment has been fully settled and paid, customer agrees to insure the Equipment at its full replacement value against any loss or damage through accident, fire, weather condition, theft or malicious destruction. In addition, Customer shall adequately insure the Equipment against any other insurable risks to which the Equipment is exposed and those which WPI may designate. All such policies shall be subject to WPI's approval and shall be payable to or on behalf of WPI and Customer, as their interests appear. CUSTOMER SHALL DELIVER TO WPI CERTIFICATES OF SUCH INSURANCE, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD WPI HARMLESS FROM ANY INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM CUSTOMER'S OPERATION OF THE EQUIPMENT, INCLUDING CLAIMS ARISING OUT OF WPI'S ALLEGED NEGLIGENCE. It is the Customer's responsibility to maintain insurance from the point of shipment. **OWNERSHIP:** Title to the Equipment shall remain vested in WPI until Customer settles for same by executing a cash payment, executing lease documents to transfer title to a third party leasing company or executing finance documents with a third party finance company. In the event of such financing, Customer hereby acknowledges that its rights under this sales order are subject and subordinate to the rights of the holder of security interest in the equipment. Customer further agrees that WPI has the right to assign its rights under this order, and in the event of such assignment and receipt of notice thereof Customer shall make any payment due to WPI unconditionally directly to such assignee. **DEFAULT:** This sales order is entered into in good faith between Customer and WPI and both parties agree to perform their duties hereunder. Time is of the essence, and Customer shall make all payments when due. Failure to make any such payment when due shall constitute a default. UPON CUSTOMER'S DEFAULT, WPI MAY TERMINATE THIS ORDER, WHEREUPON CUSTOMER'S RIGHT TO THE EQUIPMENT SHALL CEASE FORTHWITH, but Customer shall remain liable to WPI for all unpaid payments due hereunder up to and including the full sales price indicated plus any incidental expenses or legal costs incurred. WPI may proceed by appropriate court action to enforce performance by Customer of the terms of this sales order, or to recover for the breach thereof. WPI's rights hereunder are cumulative and not alternative. WPI may waive any default or remedy without waiving any prior or subsequent default or remedy or without waiving any claim for damages. **DOCUMENTATION:** Customer agrees on demand to execute and deliver to WPI such additional forms and documents (such as a Financing Statement, Request for information, and Request for Statement of Account) as may be reasonably required by WPI to consummate this order when accepted. **PAYMENT OF MONIES:** All sums of money payable by Customer under the terms of this order shall be due and payable at the location specified by the actual billing received from WPI in lawful money of the United States, and will be subject to a late charge of up to and including the maximum allowed by law after maturity until paid. Should any legal proceedings be instituted by WPI to recover monies due and to become due hereunder Customer shall pay a reasonable sum as attorney's fees. **CONSTITUTION OF AGREEMENT:** This order, when accepted by WPI, shall constitute the entire agreement of the parties, and Customer agrees that WPI is not bound by any representative or terms made by any officer, agent or employee of WPI relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto. **LAWFUL ENFORCEMENT:** This sales order and the ensuing sales transaction shall be governed by and construed under the laws of the State of Texas. **IRC SEC 1031 EXCHANGE NOTIFICATION:** Waukesha-Pearce Industries, Inc. has assigned its rights to sell its rental equipment (as described herein) to North Star Deferred Exchange. This assignment has no effect on your rights or obligations hereunder.



Standard Equipment for Base Machine

Engine and its related items:

- Accelerator and electric throttle control
- Air cleaner ,double element with dust indicator
 - Air intake extension
- Antifreeze -22 F(-30C)
- Auto-idle Shutdown

Hydraulic driven, reversing ,cooling fan, blower type,
plastic blade,with fan guard

Engine, Komatsu SAA6D107E-3, 145 to 218 VHP EPA Tier 4 Final
certified ,turbocharged and air-air aftercooled
Fuel line pre-filter

KDPF - After-Treatment Assembly Consisting of KDOC and KCSF
Secondary Engine Shutdown Switch
Selective Catalytic Reduction (SCR) System

Electrical system:

- Alarm,backup
- Alternator, 140 Ampere, (24V)
- Batteries, Extreme duty, 2 x 12V, 1146 cca each

battery,disconnect switch

- Dome light cab
- Horn,electric

Indicator lights:

- Battery charge
 - Blade float
- Brake oil pressure
- Cooling fan reverse mode
 - Differential lock
- Differential oil temperature
- Dual power mode, economy and power
 - Engine oil pressure
 - Engine RPM set
- Lift arm lock
- Lights, high beam
- Parking break

- Transmission system electrical circuit

Lights, backup,stop,directional

Headlights,(2) halogen type,front bar mounted

Working light, front(4) and rear(2)

Working light ,(4)cab mounted flood type

Starter 5.5kW

Operator environment:

12V (10A) power port

Air conditioner (R134a) with heater

AM/FM radio

Cab:low profile with ROPS/FOPS(SAE J1040,J2311)

Console,adjustable with instrument panel monitoring system

electric defroster rear window

Mirrors:interior cab,right and left exterior mirrors

Power Train:

- Dual mode transmission(8F-4R) power shift
 - direct drive and torque converter with auto shift
- Axle ,rear full floating,planetary type reduction
- Service brakes,fully hydraulic wet disc
- Parking brake,spring apply ,hydraulic release dry disc
- Differential>manual lock/unlock
- Tires and rims:17.5R25 radials on one piece 13" rims (6)

Work Equipment and Hydraulics:

- Circle,drawbar mounted,360 deg rotation with blade lift
 - and circle side shift with anti drift check valves
- Circle slip clutch
- Greaseless circle wear plates
- Hydraulic system,closed center,load sensing
- Steering,full hydraulic with tilt steering wheel
 - plus leaning front wheels and frame articulation with anti-drift check valves
- Hydraulic control valve, 10 valve section with control levers
- Blade lift float,detent type,LH and RH
- Blade accumulators

Other Standard Equipment:

- Komtrax - Level 5
- Precleaner, Turbo II
- Provision for Grade Control, TOPCON
- Rear hitch
- Ripper ,provision for
 - battery cover and engine side covers
- Steps and handrails,right,left and rear
- Toolbox with lock
- Vanalism protection,lockable fuel tank,hydraulic tank

Multi-monitor with 7" LCD Display
Rearview Camera and Monitor
Sound suppression,74 DbA at operators ear with floormat
with tinted windows,front, rear and door intermittent
wiper/washers