



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 500 Oakwood Road - Watertown, SD 57201 - Phone: 605-882-4000 - Fax: 605-882-5595

Date: **2/17/2020**

Quote Number: QU13367

Unit: LT40

The Village of Oak Park

201 South Blvd
Oak Park, IL 60302

Attention: Ken Crowley

Baseline Price: **\$75,693**

Chassis: **\$47,777**

Grand Total Each: \$123,470

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: FCA, Shipping Point
- 2) Terms: Net 30 days.
- 3) Delivery days from receipt of order shall be 240-300

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to

Terex Utilities Inc.

Joyce Pfeifer

Sales Coordinator

Mike Niemela

Account Manager


Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

 **WARNING** Cancer and Reproductive Harm
www.P65Warnings.ca.gov

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing

within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an “AS IS, WHERE IS, WITH ALL FAULTS” BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment’s condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER’S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER’S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller’s warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller’s liability for death or personal injury when directly related to Seller’s negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer’s revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller’s inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer’s responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller’s trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer’s representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller (“Information”) shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller’s prior written approval;

provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer shall gain any prior explicit consent from its employees and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of non-personal data about the Equipment including, but not limited to, performance, usage, fuel consumption, up /down times, defects, parts replacement, movement and location. Such information and data may also be used by Seller for warranty, product improvement, marketing, customer support, and research and development purposes, and to monitor, maintain, diagnose, update or repair the Equipment.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United

Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD
57201

QU13367

Quotation Number		11115	
For the attention of	Jesse Haagensen	Name	Chad Noeldner
		Telephone	(605) 884-1023
Customer:		Date	
Terex Village of Oak Park		1/29/2020	

DESCRIPTION

B&G Bodies Inc. 132" Aluminum line body 40 inches high X 94 inches wide.

18 Inch compartment depth.
58 Inch bed area.
24 Inch top of floor to top of body.
18 Inch horizontal compartment height.
12 Ga Treadplate Wheel wells.
.090 Aluminum. - Main body material
.125 Aluminum Treadplate - Compartment tops
5/16" Aluminum continuous rod - Door Hinge Rod.
.125 Aluminum Tread-Brite - Full height rock guards to bottom of crossmembers.
.188 Aluminum treadplate - Floor
Stainless Steel Automotive rotary type door latches.
Stainless Steel - Door Hinge Sockets.
Chain stops on all doors.
.063 Aluminum Double Panel Body Doors.
Rubber rolled crown type fenders. **(Ship Loose - NO Cutouts)**
Master door lock system.
VISTA LED Rope light compartment lights in all body compartments with Weather Pack Connectors.
*Does not include Boxes or Tailshelf Compartments
Rope Lights Ship Loose.
Automotive Bulb Type Weatherstripping. **(Ship Loose)**
Front bulk head. **(Ship Loose)**
Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

Streetside Compartmentation:

1st Vertical:

30.5 Inches wide with Four (4) adjustable shelves each with adjustable dividers on 6" centers.

2nd Vertical:

30.5 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

Horizontal:

40 Inch open compartment.
Adjustable dividers installed in compartment bottom on 6" centers.

Rear Vertical:

31 Inches wide with One (1) adjustable shelf with adjustable dividers on 6" centers.

Hotstick Shelf:

132 Inches long with rear dropdown access door.

Curbside Compartmentation:

1st Vertical:

30.5 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

B&G Bodies, Inc.

2925 9th Ave SW

Watertown SD

One (1) adjustable shelf.

Compartment to be Vented.

2nd Vertical:

30.5 Inches wide with One (1) adjustable shelf with adjustable dividers on 6" centers.

Horizontal:

40 Inches wide with One (1) adjustable shelf with adjustable dividers on 6" centers.

Adjustable dividers installed in compartment bottom on 6" centers.

Rear Vertical:

31 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

Aluminum Expanded Metal Basket: (Ship Loose)

One (1) - 126" long X 8" high X 18" wide.

Aluminum Ladder Storage: (Ship Loose)

Enclosed ladder box 132" long X 19" high X 5" wide with rear roller.

Subframe Installation:

Install Customer Supplied Subframe, with outriggers attached, to body.

Possum Belly Storage:

Possum belly storage in Subframe with drop down door at rear

Divided into Two (2) sections with Stops at 48 Inches and 126 Inches.

Hose Tunnel Pass Through cutout needed

Aluminum Tailshelf:

Treadplate tailshelf 36 inches long X Full Width x 6 inches high with

7-Lamp light bar installed at rear.

Wheel Chock Storage:

One each side built into body wheelwells.

Fuel Filler Cut out in Wheel panel, Streetside: (Must Specify)

- Ford fuel filler is square and behind wheel.
- Ford Urea tanks filler cutout in streetside fender.

Paint:

Finish Paint Body and Inside of compartments White, Specify Paint Code.

* If no paint code is supplied body will be Taffeta White

* Paint Code must be supplied at drawing approval

Prepared for: , Terex Utilities

500 Oakwood Road
Watertown, SD 57201

Ship to:

Spec 29, Terex Utilities
500 Oakwood Road ,
Watertown, SD, 57201

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950



Client Proposal

Prepared by:

Kathryn Gross

Office: 414-316-2668

Email: k.gross@badgertruck.com

Date: 08/07/2019



Badger Ford Truck Center | 2326 W St Paul Ave, Milwaukee, Wisconsin, 532332522

Office: 414-344-9500

Prepared for:

Terex Utilities
Prepared by: Kathryn Gross
08/07/2019



Badger Ford Truck Center | 2326 W St Paul Ave Milwaukee Wisconsin | 532332522

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

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Prepared for:

Terex Utilities

Prepared by: Kathryn Gross

08/07/2019



Badger Ford Truck Center | 2326 W St Paul Ave Milwaukee Wisconsin | 532332522

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

As Configured Vehicle

Code	Description
Base Vehicle	
F5G	Base Vehicle Price (F5G)
Packages	
660A	Order Code 660A <i>Includes:</i> - Tires: 225/70Rx19.5G BSW A/P <i>Optional spare is 225/70Rx19.5G BSW A/P.</i> - Wheels: 19.5" Argent Painted Steel - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 220 Amp Extra Heavy Duty Alternator
44W	Transmission: TorqShift 6-Speed Automatic <i>(6R140). Includes SelectShift.</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
Wheels & Tires	
TGJ	Tires: 225/70Rx19.5G BSW A/P <i>Optional spare is 225/70Rx19.5G BSW A/P.</i>
64Z	Wheels: 19.5" Argent Painted Steel
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application

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Prepared for:

Terex Utilities

Prepared by: Kathryn Gross

08/07/2019



Badger Ford Truck Center | 2326 W St Paul Ave Milwaukee Wisconsin | 532332522

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description
169WB	169" Wheelbase
96V	XL Value Package <i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front Springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>
63C	Aft-Axle Frame Extension Pack <i>32.4" aft-of-axle frame extension increases AF dimension to 79.6"</i>
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>
18A	Upfitter Interface Module
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>

Fleet Options

525_	Steering Wheel-Mounted Cruise Control
------	---------------------------------------

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2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description
Emissions	
425	50-State Emissions System
Interior Colors	
AS_01	Medium Earth Gray
Primary Colors	
Z1_01	Oxford White

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2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs

Dimensions

- * **Exterior length: 287.2"**
- Exterior width: 80.0"
- Wheelbase: 169.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.7"
- Front track: 74.8"
- Turning radius: 24.2'
- Min ground clearance: 8.3"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.

Powertrain

- * **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Rear-wheel drive
- Fuel Economy Cty: N/A
- * **Transmission PTO provision**
- * **Recommended fuel : diesel**
- TorqShift 6 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- 2 doors
- * **Turn signal indicator in mirrors**
- * **Chrome bumpers**
- Clearcoat paint
- 2 front tow hook(s)
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- Trailer harness
- Front and rear 19.5 x 6 wheels

Convenience

- Manual air conditioning with air filter
- * **Power front windows**
- * **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- Day-night rearview mirror
- * **Cruise control with steering wheel controls**
- * **Driver and passenger 1-touch up**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- * **911 Assist emergency SOS**

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2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs (cont'd)

- * **Wireless phone connectivity**
- * **2 1st row LCD monitors**
- Passenger visor mirror
- Upfitter switches
- * **AppLink smart device integration**
- Front cupholders
- * **Driver and passenger door bins**

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

Entertainment Features

- AM/FM stereo radio
- * **Steering wheel mounted radio controls**
- * **Streaming audio**
- * **SYNC external memory control**
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Outside temperature display
- Trip odometer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- * **Compass**
- Trip computer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,615 lbs.	* GVWR	19,500 lbs.
* Payload	12,000 lbs.		

Front Weights

* Front GAWR	7,500 lbs.	* Front curb weight	4,430 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.

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Price Level: 950

Selected Equip & Specs (cont'd)

Front tire/wheel capacity 7,500 lbs.

Rear Weights

* **Rear GAWR** **14,706 lbs.**
 * **Rear axle capacity** **14,706 lbs.**
 Rear tire/wheel capacity 15,000 lbs.

* **Rear curb weight** **3,185 lbs.**
 * **Rear spring rating** **15,000 lbs.**

Trailer Type

Harness Yes

Trailer sway control Yes

General Trailering

* **5th-wheel towing capacity** **23600 lbs.**
 Towing capacity 18500 lbs.

* **Gooseneck towing capacity** **23600 lbs.**
 * **GCWR** **32000 lbs.**

Fuel Tank type

Capacity 40 gal.

Off Road

Min ground clearance 8 "

Interior cargo

Cargo volume 11.6 cu.ft.

Maximum cargo volume 11.6 cu.ft.

Rear Frame

Height loaded 29 "

Height unloaded 34 "

Powertrain**Engine Type**

* **Brand** **Powerstroke**
 * **Cylinders** **V-8**
 * **Ignition** **Compression**
 * **Liters** **6.7L**
 * **Recommended fuel** **Diesel**
 * **Valvetrain** **OHV**

Block material Iron
 Head material Aluminum
 * **Injection** **Diesel direct injection**
 Orientation Longitudinal
 * **Valves per cylinder** **4**
 * **Forced induction** **Intercooled turbo**

Engine Spec

* **Bore** **3.90"**
 * **Displacement** **406 cu.in.**

* **Compression ratio** **16.2:1**
 * **Stroke** **4.25"**

Engine Power* **Output** **330 HP @ 2,600 RPM*** **Torque** **750 ft.-lb @ 2,000 RPM****Alternator**

Type HD

* **Amps** **220****Battery**

Amp hours 78

Cold cranking amps 750

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**2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 950

Selected Equip & Specs (cont'd)

Run down protection	Yes	* Type	Dual
<i>Engine Extras</i>			
* Block heater	Yes		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		
<i>Transmission Torque Converter</i>			
Stall ratio	1.90		
<i>Transmission Extras</i>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
* PTO provision	Yes		
<i>Drive Type</i>			
Type	Rear-wheel		
<i>Drive Feature</i>			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes		
<i>Drive Axle</i>			
Ratio	4.88		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
* Fuel type	Diesel		
<i>Engine Retarder</i>			
* Type	Yes		

Driveability*Brakes*

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Price Level: 950

Selected Equip & Specs (cont'd)

ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear
Brake Assistance			
Brake assist	Yes		
Suspension Control			
Ride	Firm		
Front Suspension			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
Front Spring			
Type	Coil	* Grade	HD
Front Shocks			
Type	HD		
Rear Suspension			
* Independence	DANA 130 rigid axle	Type	Leaf
Anti-roll bar	Regular		
Rear Spring			
Type	Leaf	Grade	HD
Rear Shocks			
Type	HD		
Steering			
Activation	Hydraulic power-assist	Type	Re-circulating ball
Steering Specs			
# of wheels	2		

Exterior

Front Wheels			
Diameter	19.5"	Width	6.00"
Rear Wheels			
Diameter	19.5"	Width	6.00"
Dual	Yes		
Front and Rear Wheels			
Appearance	Argent	Material	Steel
Front Tires			
Aspect	70	Diameter	19.5"

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**2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 950

Selected Equip & Specs (cont'd)

Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	24.2'	Wheelbase	169.0"
Rear tire outside width	93.9"		

Body Features

Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		

Body Doors

Door count	2
------------------	---

Exterior Dimensions

* Length	287.2"	Body width	80.0"
Body height	81.7"	Cab to axle	84.0"
* Axle to end of frame	79.6"	* Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	* Cab to end of frame	163.6"
Front bumper to back of cab	123.7"		

Safety**Airbags**

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead... Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------------	-------

Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
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**2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 950

Selected Equip & Specs (cont'd)* **Restricted driving mode** **MyKey****Seating***Passenger Capacity*

Capacity 3

Front Seats

Split 40-20-40 Type Split-bench

Driver Seat

Fore/aft Manual Reclining Manual

Way direction control 4 Lumbar support Manual

Passenger seat

Fore/aft Manual Reclining Manual

Way direction control 4

Front Head Restraint

Control Manual Type Adjustable

Front Armrest

Centre Yes Storage Yes

Front Seat Trim

Material Vinyl Back material Vinyl

Convenience*AC And Heat Type*

Air conditioning Manual Air filter Yes

Audio System

Radio AM/FM stereo Radio grade Regular

Seek-scan Yes * **External memory control** **SYNC***Audio Speakers*

Speaker type Regular Speakers 4

*Audio Controls** **Steering wheel controls** **Yes** * **Voice activation** **Yes*** **Streaming audio** **Bluetooth yes***Audio Antenna*

Type Fixed

*LCD Monitors** **1st row** **2** * **Primary monitor size (inches)** **4.2**

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Price Level: 950

Selected Equip & Specs (cont'd)

Cruise Control

* **Cruise control** With steering wheel controls

Convenience Features

* **Retained accessory power** Yes

* **Emergency SOS** 911 Assist

* **Smart device integration** App link

12V DC power outlet 2

* **Wireless phone connectivity** Bluetooth

Upfitter switches Yes

Door Lock Activation

* **Type** Power with 2 stage unlock

* **Integrated key/remote** Yes

* **Remote** Keyfob (all doors)

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer Yes

* **Turbo/supercharger boost** Yes

Engine hour meter Yes

Engine temperature Yes

Transmission fluid temp Yes

Instrumentation Warnings

Oil pressure Yes

Battery Yes

Key Yes

Door ajar Yes

Brake fluid Yes

Engine temperature Yes

Lights on Yes

Low fuel Yes

Service interval Yes

Instrumentation Displays

Clock In-radio display

Exterior temp Yes

* **Compass** Yes

Systems monitor Yes

Instrumentation Feature

Trip computer Yes

Trip odometer Yes

Steering Wheel Type

Material Urethane

Telescoping Manual

Tilting Manual

Front Side Windows

* **Window 1st row activation** Power

Window Features

* **1-touch down** Driver and passenger

Tinted Light

* **1-touch up** Driver and passenger

Front Windshield

Wiper Variable intermittent

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**2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 950

Selected Equip & Specs (cont'd)*Rear Windshield*

Window Fixed

Interior*Passenger Visor*

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full Material Cloth

Floor Trim

Coverage Full Covering Vinyl/rubber

Trim Feature

Gear shift knob Urethane Interior accents Chrome

Lighting

Dome light type Fade Front reading Yes

* **Illuminated entry** **Yes** Variable IP lighting Yes*Storage** **Driver door bin** **Yes** Front Beverage holder(s) YesGlove box Locking * **Passenger door bin** **Yes**

Illuminated Yes Instrument panel Bin

Dashboard Covered

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

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Price Level: 950

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

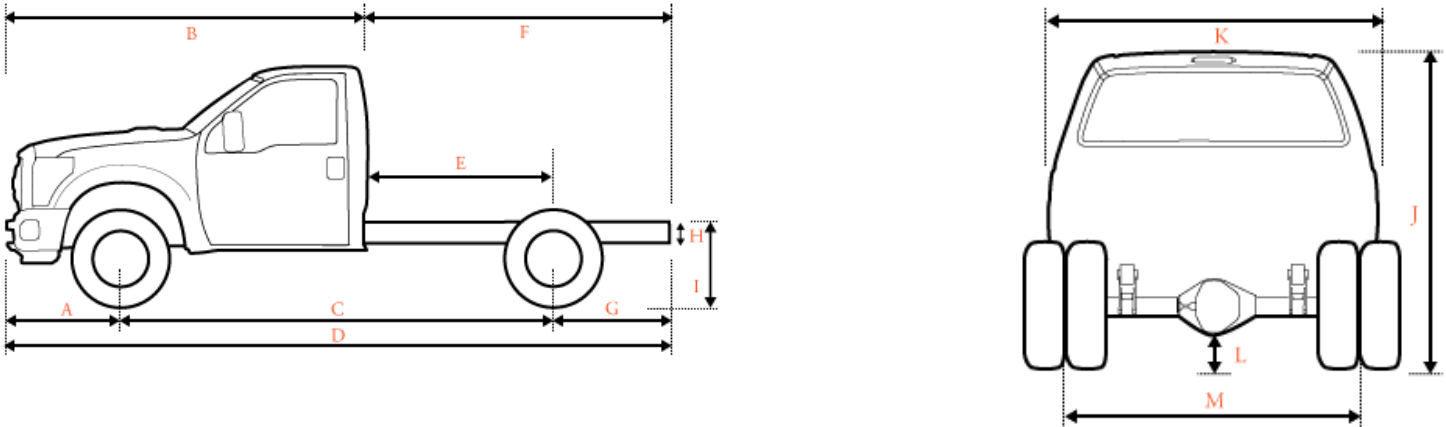
Roadside Assistance

Distance 60,000 miles Months 60 months

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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	169.00 in.
D	Overall Length (OAL)	287.20 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	163.60 in.
G	Rear Axle to End of Frame (AF)	79.60 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.00 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.70 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.30 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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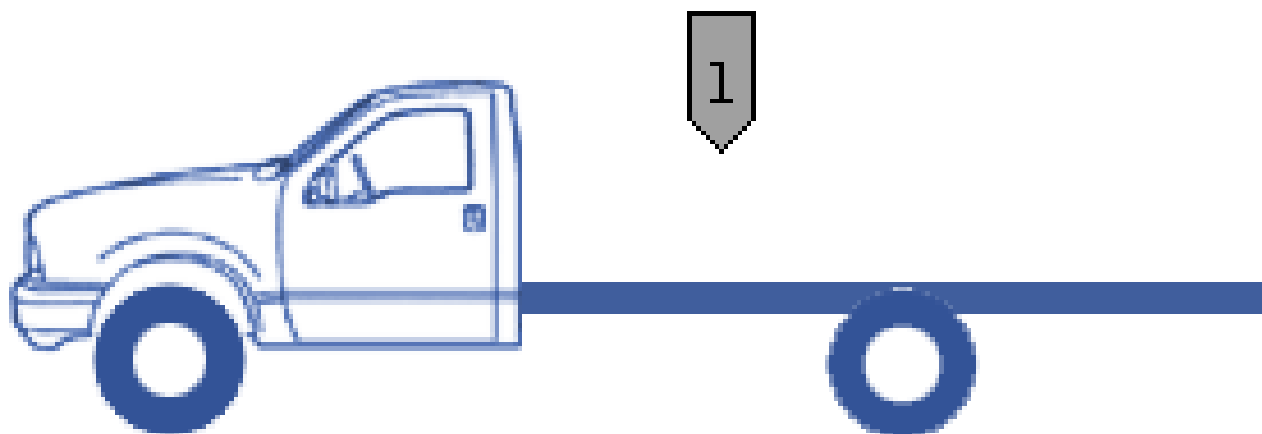
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Price Level: 950

Vehicle Dimension and Performance Summary (cont'd)**Weight**

GVW	Front Axle	Rear Axle	Totals
Chassis	4,433 lbs	3,187 lbs	7,620 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	2,767 lbs	8,663 lbs	11,430 lbs
TOTAL	7,500 lbs	12,000 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	15,000 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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**2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 950

Vehicle Dimension and Performance Summary (cont'd)*Start, Grade and Speed*

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	42.85 %
Start grade capability in reverse	3.13	15.00 %	33.73 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	13.04 %
Maximum grade in 5th gear	0.86	3.00 %	9.74 %
Maximum grade in 6th gear	0.67	3.00 %	7.65 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	88 mph
<i>To meet your requirement you need a maximum axle ratio of 5.72</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	65 mph
Engine RPM at desired cruise speed			2,128 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Governed RPM:	3,120 rpm
Tire size:	225/70R19.5 (647 rev/mile)	Frontal Area:	40.39 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	375 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.90	Final Drive Ratio:	0.67
Peak engine torque:	750 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,600 rpm		

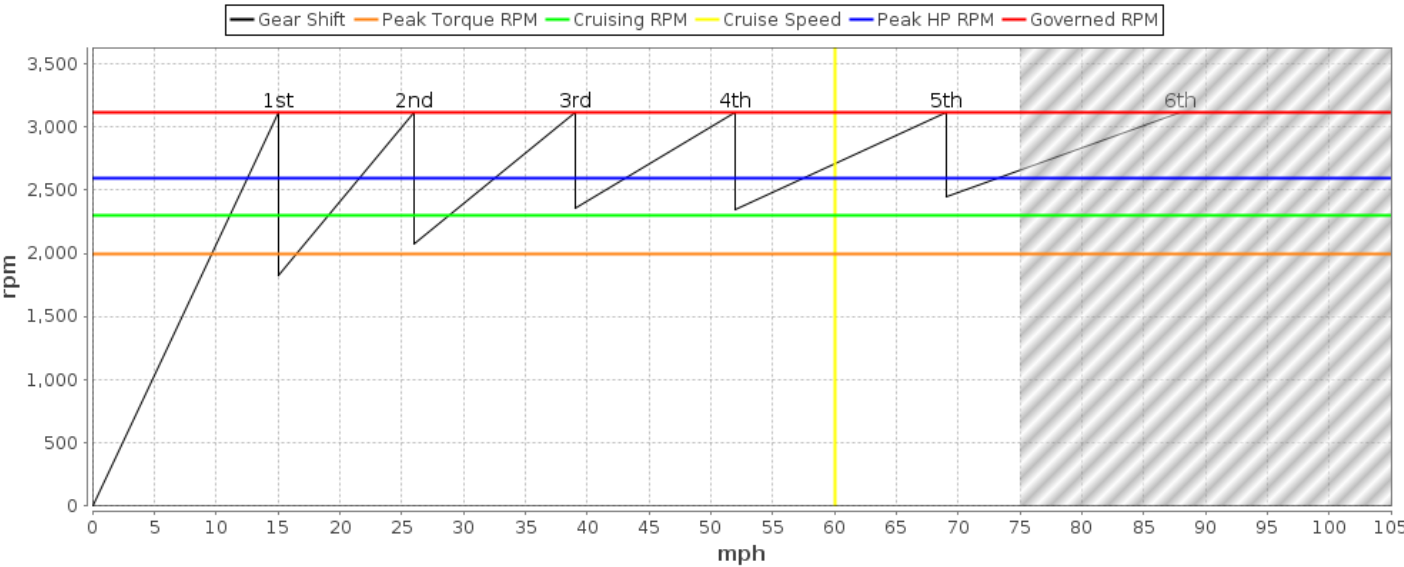
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

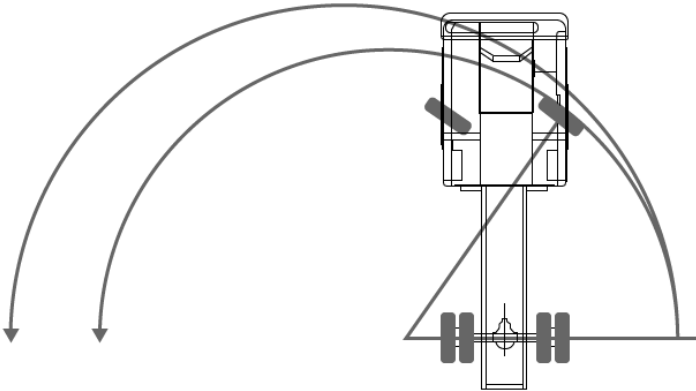
Diesel engines use Governed RPM for shift points.

Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius..... 24.25 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Terex Utilities, Inc.
500 Oakwood Rd, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

02/17/2020

THE VILLAGE OF OAK PARK

201 SOUTH BLVD
OAK PARK, IL 60302
Attention: KEN CROWLEY

Phone: (708)358-5873

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform.
Unit will be mounted behind the cab.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:

* Individual control levers are located in an accessible location on the turntable.

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:

* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:

* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- * A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:

- * Full pressure open center hydraulic system.
- * Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, boom inserts, platforms and covers are white.

Qty. Description

* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.

* Warning decals provided with unit.

1 Pedestal.

1 8-Gallon Hydraulic Oil Reservoir.

* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.

* Return filter and oil eyes.

* A ball type shut off valve.

1 A boom rest with a ratchet type tie down strap is provided.

1 Platform 24" x 30" x 42", End Mounted.

* Includes one (1) outside access step with slip-resistant surface.

1 A safety harness with lanyard is provided for fall arrest.

1 A padded saddle rest provides platform support during road travel.

1 Insulated Platform Liner For 24" x 30" x 42" Platform:

* Tested at 50 KV AC.

1 Vinyl Platform And Control Cover For 24" x 30" Platform:

* Waterproof with internal elastic cord around edge and external elastic cord around control cover.

1 Auxiliary Let Down for use with Open Center Hydraulics:

* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

1 Boom Tip with 4 Function Controls and Platform Rotator:

Upper Controls: "Control-Plus" single stick controller.

* Enable lever must be actuated before operation.

* Rated capacity of 400 lbs.

Hydraulic Platform Rotator For End Mount Platform.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Hydraulic Tool Outlets At Platform.

1 Mounting Kit:

* Behind cab mount for use with torsion bars.

1 Pump for systems requiring 3 to 5 gallons per minute:

*Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.

Qty. Description

- 1 Terex Base Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Back-up Camera ready.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended for Class 5 chassis
 - * Can be used on Class 6 and above chassis with limited outputs (no more than two (2)).

BODY, INSTALLATION**** BODY INFORMATION ****

- 1 132 inch aluminum line body according to the attached specifications.
- 1 Install Aerial Device Behind Cab And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2015.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Chassis Spring Additions:
 - * Build up left rear chassis springs to level vehicle.
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 2 Rubber wheel chocks with eye bolt.
- 1 Cone holder for front bumper mount, swing out.
- 1 Grab handles as necessary for 3-point contact.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 Access steps to platform from top of body or flatbed floor.
- 10 Drop-in composite board retainer at rear body, 6" tall.
- 2 Mud flap with logo 18" tall.
Note: Trim As-Required.
- 1 Under body mounting kit for a pair of mud flaps.

Qty. Description

- 1 Storage with a drop down tray of the subframe.
Stop at 10.5 feet
- 1 Floor mounted boom rest for LT series.
* consists of 105227 and 102658
- 1 Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
* Note: Back-up lights are incandescent.
- 1 Lighted license plate bracket kit with incandescent light.
- 1 110 volt outlet with GFI.
Installed on the back of the curbside compartments
- 1 Dimensions 2400N inverter, 2400W continuous, 120VAC, Up to 20A.
- 2 Inverter Spacer Tube
- 1 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
*Wired into On/Off switch in cab.
- 1 BOLT-ON BRACKET, STROBE, 24.5" L
- 1 Remote engine stop/start And two speed control from rear of vehicle.
- 1 BH82000 Combination Pintle Hook And 2" Ball:
* Safety chain eyes.
"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
- 1 ICC rear bumper.
- 1 Frame Extension:
* Frame Ext. Channel P# 65372285.
* Side Frame Reinforcement P# 65367032.
* Under Frame Reinforcement P# 65367033.
- 1 6-prong trailer socket.
- 1 Chassis Spring Additions:

Qty. Description

* Build up left rear chassis springs to level vehicle.

1 Oil tank mounting for external reservoirs.

20 Fill with Hydraulic oil for general purpose use.

* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit consists of the following:

* 5-lb ABC fire extinguisher with bracket.

* James King triangle reflector kit.

1 Rear view vision 2.5" round red marker light camera & 5" monitor system.

1 Paint line body one color up to 156".

*Note - Paint under carriage black.

1 Paint body floor with non-skid paint.

1 Paint compartment top with non-skid paint.

CHASSIS

1 Ford F550 4x2 (Spec # 29)

* 19,500 lbs GVWR

* Wheelbase 169", CA 84"

* 7,800-lb capacity front axle

* 14,706-lb capacity rear axle

* Powerstroke 6.7L 330 HP @ 2,600 rpm, torque 750 lb-ft @ 2,000 rpm

* 6-speed torq shift automatic transmission, with overdrive

* Oxford White

** CHASSIS INFORMATION **

1 2020 F550 Diesel 4x2 according to the attached specifications

SPECIAL CHARGES

1 Delivery to Customer.

Qty. Description

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

Preventive Maintenance and Inspection Program



LT40

Hi-Ranger LT40 Articulating Telescopic Aerial Device

5
1

= number of years of preventive maintenance service in the quote

= quantity of units to include in the quote



Include field service travel time (otherwise units will be serviced at a branch)

Please indicate customer location:

East of Colorado Mountains



Basic	Silver	Gold	Platinum	Custom
<p>- Yearly visual inspection and operational test of all critical components.*</p> <p><i>* NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty</i></p>	<p>- Yearly visual inspection and operational test of all critical components.</p> <p>- Annual preventive maintenance as defined in maintenance manual, including the following:</p> <ul style="list-style-type: none"> - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty 	<p>- Yearly visual inspection and operational test of all critical components.</p> <p>- Annual preventive maintenance as defined in maintenance manual, including the following:</p> <ul style="list-style-type: none"> - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty <p>- 90 day, 180 day, and 270 day inspection and preventive maintenance</p> <ul style="list-style-type: none"> - Replacement hydraulic oil filters and lubricant 	<p>- Yearly visual inspection and operational test of all critical components.</p> <p>- Annual preventive maintenance as defined in maintenance manual, including the following:</p> <ul style="list-style-type: none"> - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty <p>- 90 day, 180 day, and 270 day inspection and preventive maintenance</p> <ul style="list-style-type: none"> - Replacement hydraulic oil filters and lubricant <p>- 5 years preventive maintenance</p> <p>- Removal and inspection of leveling chains and insulator rods**</p> <p><i>** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.</i></p>	<p>Package includes:</p> <p>See custom package configurator</p>
<p>Standard service price: \$3,550</p> <p>Your package price: \$3,074</p> <p>You save: \$476</p>	<p>Standard service price: \$9,698</p> <p>Your package price: \$6,718</p> <p>You save: \$2,980</p>	<p>Standard service price: \$24,465</p> <p>Your package price: \$16,947</p> <p>You save: \$7,518</p>	<p>Standard service price: \$24,465</p> <p>Your package price: \$16,947</p> <p>You save: \$7,518</p>	<p>Standard service price: \$15,820</p> <p>Your package price: \$10,959</p> <p>You save: \$4,861</p>

Select your package: ☐ Basic (customer declines, among others, torque check of critical fasteners)

☐ Silver

☐ Gold

☐ Platinum

☐ Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Visit us at TEREX.com

Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code:

Hi-Ranger LT40 Articulating Telescopic Aerial Device



= number of years of service

= quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- ☐ 90 Days (360 Hours)
- ☒ 180 Days (720 Hours)
- ☐ 270 Days (1,080 Hours)
- ☒ 12 Months (1,050 Hours)
- ☒ Dielectric Test (Yearly)
- ☒ 5 Years (5,250 Hours)

☒ **Include field service travel time**

Please indicate customer location:

Custom

Standard service price:
\$15,820
Your package price:
\$10,959

You save: \$4,861

Visit us at TEREX.com

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance, 180-Day preventive maintenance, 270-Day preventive maintenance, Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance, 180-Day preventive maintenance, 270-Day preventive maintenance, Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 90-Day preventive maintenance, 180-Day preventive maintenance, 270-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, and on the 5th year it will provide: 5 years preventive maintenance; services with be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$120.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B FEE SCHEDULE

For the Basic Package: \$3,074; for the Silver Package: \$6,718; for the Gold Package: \$16,947; for the Platinum Package: \$16,947; for the Custom Package: \$10,959; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: LT40

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

TEREX UTILITIES, INC., d/b/a TEREX SERVICES
("Seller")

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a) For Equipment: Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b) For Parts:

(i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;

(ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and

(iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c) For Services:

(i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;

(ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and

(iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed.

Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.