



# SALES AGREEMENT

DATE Dec 12, 2022  
QUOTE# 251206

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER		TOWN OF FRISCO		TOWN OF FRISCO	
STREET ADDRESS		PO BOX 4100		S 120 SCHOOL RD.	
CITY/STATE		FRISCO, CO		H FRISCO, CO 80443 4100	
POSTAL CODE		80443 4100		P SUMMIT CO, 970 418 5543	
EQUIPMENT		MIKE NATION		T 970 668 0836	
PRODUCT SUPPORT		MIKE NATION		O 970 668 0836	
INDUSTRY CODE:		PRINCIPAL WORK CODE:			

Ownership Customer #	35117	Invoice Customer #	35117	Sales Tax Exemption # (if applicable)	98-04395	Customer PO Number		Ship Via	Aurora
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>	CSC	<input type="checkbox"/>	LEASE	
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE	0.00	NOTES:			
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT			

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA	MODEL: 120JOY	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBA	SERIAL NUMBER: TBA	SMU: TBA	

120 14B AWD MOTOR GRADER	COMFORT PACKAGE, PREMIUM, JOY	FENDERS, REAR
MOLDBOARD, 14' PLUS	PRODUCT LINK, CELLULAR PLE742	FENDERS, FRONT, AWD
WEATHER, COLD PLUS AWD	CONTROL, AUTO ARTICULATION-DEMO	FRONT BLADE PACKAGE
ACCUMULATORS, JOY	GROUND LEVEL, FUELING	DECALS, ENGLISH (U.S)
DRAWBAR, TOP ADJUST, HYDTIP, JOY	FAN, STANDARD AWD	STARTING AID
ENGINE, STAGE V AND T4 FINAL	TIRES, 14.0R24 MX XSNO+ 1* MP	HEATER, ENGINE COOLANT, 120V
DRAIN, GRAVITY, ENGINE OIL	RIPPER	CONVERTER, 24V TO 12V
LIGHTS, BRAKE&BKP, TURN, LED	SERIALIZED TECHNICAL MEDIA KIT	LIFT GROUP, MANUAL 1.5" ISO
LIGHTS, ARM, FOLD DOWN, LED	LOW BAR, HALOGEN, JOY, AWD	LIFT GROUP, FRONT MOUNTING
STARTER, HEAVY DUTY	LIGHTS, WORKING, PLUS, HAL, JOY	LINES GROUP, FRONT MOUNTING
JUMP START RECEPTACLE	LIGHT, LED WARNING STROBE, JOY	TOOTH, STRAIGHT
ALTERNATOR, 150 AMP	CAMERA, REAR/FRONT VISION, JOY	CROSS SLOPE AUTO JOY
CAB, ROPS, PLUS, JOY, AWD	MIRRORS, EXTERNAL, HEATED, JOY	JOYSTICK CONTROLS, ADVANCED
SEAT, BASE, SUSPENSION, JOY	GUARD, BOTTOM	BLD 144 U/V ANG 1.5HPL
SEAT BELT	GUARD, COVER CAB, JOY	BASE+4 (FL, DAL, MMS, RIP) JOY

TRADE-IN EQUIPMENT				SELL PRICE		\$421,050.24
MODEL: 120-M2 - CATERPILLAR(AA)	YEAR: 2014	SN.: R9N00173		LESS GROSS TRADE ALLOWANCE		(\$175,000.00)
PAYOUT TO:	AMOUNT: \$	PAID BY: Customer		SUBTOTAL		\$246,050.24
MODEL:	YEAR:	SN.:		MACHINE DELIVERY		\$1,000.00
PAYOUT TO:	AMOUNT:	PAID BY:		TOTAL		\$247,050.24
MODEL:	YEAR:	SN.:				
PAYOUT TO:	AMOUNT:	PAID BY:				
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.						
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.						

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY & COVERAGE	INITIAL	<input type="checkbox"/> USED EQUIPMENT COVERAGE	INITIAL
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 120 AWD-84 MO/2500 HR PREMIER		All used equipment is sold as is, with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.  Warranty applicable: _____ _____ _____	
<input type="checkbox"/> ALLIED WARRANTY & COVERAGE	SIGNATURE		

Preventative Maintenance:

NOTES: FIELD SERVICE TRAVEL TIME IS INCLUDED FOR THE 84 MONTH 2500 HOUR WARRANTY PERIOD

## THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	WAGNER EQUIPMENT CO.	PURCHASER
Heiman, Robert		
REPRESENTATIVE	DATE APPROVED AND ACCEPTED ON	
	TOWN OF FRISCO	PURCHASER
BY	SIGNATURE	TITLE

## TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.

**2. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.

**3. TIME OF DELIVERY and SHIPPING:** Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

**4.** To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.

**5.** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity

**6.** Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7.** No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8.** WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.

**9. CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.

**10. PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.

**11. FORCE MAJEURE:** a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.

**12. VENUE:** Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE \_\_\_\_\_