



San Jose - Windsor - San Leandro - Eureka - Salinas
Coast Counties
 Truck & Equipment est. 1949

PURCHASE ORDER

Date	04/18/17	Rev.	Stock #	New Order
Customer	County of Mendocino		Phone #	707-234-2841
Attention	Bob Byers		Fax #	707-563-4748
Address	340 Lake Mendocino Drive		Mobile #	707-489-0297
City & State	Ukiah, CA. 95482		Email	byersr@co.mendocino.ca.us
F.O.B. Point	Windsor, CA		Mileage	TBD

Minimum Quantity to Order **1**

YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NO.
2018	Pete	365	3 Axle Truck Chassis	TBD

"Price Each" Only Includes Components Detailed In Factory Specification

Subject to Approval of Finance Terms & Conditions

Payment In Full Is Required Prior to Delivery

Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price

All Tax & License are Estimated - Subject to Change at Final Invoice

Quotation Will Expire On 6/30/2017

Trade In:	Year	Make	Cash Price Each	\$117,184.00
			Reliance 14' Rock Body	\$34,880.00
License			Tire Tax	\$17.50
Mileage			Doc & BPA Fee	\$109.00
Payoff Balance Owing To			F.E.T. (Chassis Only)	Exempt
Appraised Value			Sales Tax 7.375%	\$11,220.62
Less Payoff			DMV - Truck @ 70,000 lbs. (est.)	\$2,811.00
Net Trade Credit			Extended Warranty	\$0.00
			Total Sales Price	\$166,222.12
Title ()	Reg ()		Required Deposit - \$5,000.00	\$0.00
Fuel Tax			Cash on Delivery	\$0.00
FHUT ()	Appraisal (Stock#	Trade	\$0.00
			Total Down Payment	\$0.00
			Net Sales	\$166,222.12

Firm Name: County of Mendocino	Accepted By: _____ Sales Manager
Purchase Order # _____	
Accepted By: _____ Purchaser	Accepted By: <i>Christopher A Taylor</i> Salesman

NOTES

County of Medocino to Provide Copy of FET Exemption Certificate

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, **whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer.** In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.
2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.
3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the time of delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.
4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on the delivery date and adjust the trade-in allowance accordingly.
5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered by this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.
6. If this order covers new equipment, the same is given and accepted subject to the Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.
7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.
8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be laid in the City of San Jose and in the County of Santa Clara which is the location of Dealer's principal office.
9. This order is not assignable by the Purchaser except with the Dealer's written consent.
10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.
11. Dealer is not responsible in any way for changes in specifications or design.
12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or, failing same, agrees to be bound in his individual capacity.
13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.
14. In the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.
15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of any delays or alleged failure of said equipment to operate.
16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.