

**BUTLER (MILWAUKEE)**

13001 West Silver Spring Drive  
Butler, WI 53007  
(262) 781-3770

**DEFOREST (MADISON)**

5005 Cake Parkway  
DeForest, WI 53532  
(608) 846-9600

**DEPERE (GREEN BAY)**

1800 North Ashland Avenue  
DePere, WI 54115  
(920) 336-3601

**EAU CLAIRE**

2727 Alpine Road  
Eau Claire, WI 54703  
(715) 835-6133

**Prepared For:**

John Hintzman  
CITY OF WEST ALLIS  
7525 W GREENFIELD  
WEST ALLIS, WI, 53214

## Quote

<b>Quote No.</b>	Q4182
<b>Date</b>	5/20/25
<b>Valid Till</b>	6/30/25
<b>Salesman</b>	Dean Castona

Product Details	Unit Price	Quantity	Total
<b>MISC. WHEEL LOADER ATTACHMENT</b> Metal Pless PRO1048-18LE Live Edge Plow PLOWMAXX LD 200 ATTACH DVDE3 REXROTH ROCKER SWITCH 24V (24GPM) To Fit QUICK ATTACH JRB416 100-200 Hoses and fitting to attach to loader are not included.	\$ 38,425.00	2	\$ 76,850.00
Sub Total			\$ 76,850.00
Sales Tax			\$ 0.00
F.E.T. Tax (If applicable)			
<b>Grand Total</b>			<b>\$ 76,850.00</b>

**Terms & Conditions:**

Net 30 Days

**Notes:**

Does not include installation

Brett,

Attached, please find the quote for the Metal Pless plows.

This has been updated from the 12/24 quote.

Metal Pless does not work with Sourcewell yet due to a mistake they made on their application which only comes around every three years.

They will have this corrected for the application in 2026 but in the mean time they have given us an additional 4% discount (which would have been given in the Sourcewell contract)  
And I have passed that on to you.

This quote does not include installation or jumper hoses and fittings for installation.

Please call or email with questions.

Dean

**Dean Castona**  
Territory Manager



m: (262) 408-9588  
e: [dcastona@aring.com](mailto:dcastona@aring.com)

Aring Equipment Company  
13001 W Silver Spring DR  
Butler WI, 53007

[www.aringequipment.com](http://www.aringequipment.com)



Purchaser's Order

<b>BILL TO:</b> CITY OF WEST ALLIS 7525 W GREENFIELD WEST ALLIS, WI, 53214	<b>SHIP TO:</b> CITY OF WEST ALLIS 7525 W GREENFIELD WEST ALLIS, WI, 53214 Via: Delivered Via Common Carrier
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The undersigned Purchaser whose name and address is given above, hereby purchases from ARING EQUIPMENT COMPANY, INC. ("Aring") the goods described below or on the attached specifications and to secure payment and performance of Debtor's obligation in this Agreement to Aring or Aring's permitted assignee ("Obligations") purchaser grants to Aring a security interest in the goods described below and all accessions to, and spare and repair parts, special tools and equipment for the same, Any SALES or USE TAX applicable to this order shall be paid by PURCHASER.

Quantity	Make	Inventory Details	Unit Price	Total
2		<b>MISC. WHEEL LOADER ATTACHMENT</b> Metal Pless PRO1048-18LE Live Edge Plow PLOWMAXX LD 200 ATTACH DVDE3 REXROTH ROCKER SWITCH 24V (24GPM) To Fit QUICK ATTACH JRB416 100-200  Price does not include installation	\$ 40,000.00	\$ 80,000.00
Sub Total				\$ 80,000.00
Sales Tax				\$ 0.00
Interest (If Applicable)				
F.E.T. (If Applicable)				
<b>Grand Total</b>				<b>\$ 80,000.00</b>
Down Payment				
Unpaid Balance				\$ 80,000.00

**Warranty:** 12 months parts only  
**Payment Terms:** Net 30 Days

<b>BILL OF SALE FOR PROPERTY TAKEN IN TRADE</b>			
For value received, the undersigned sells ARING EQUIPMENT COMPANY, INC. these goods:			
MAKE:	None	MAKE:	
MODEL:		MODEL:	
SERIAL:		SERIAL:	
YEAR:		YEAR:	
The undersigned warrant(s) that the undersigned is the owner of the goods, free from all liens, incumbrances, and security interests.			
<b>THIS PURCHASE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE</b>			
PURCHASER'S NAME: John Hintzman		TITLE:	
PURCHASER'S SIGNATURE:			
DATE:			
SALESMAN OR WITNESS:			

**1. OFFER, GOVERNING PROVISIONS AND CANCELLATION.** This Agreement is an offer by Purchaser to Aring Equipment Company, Inc. ("Seller"). Once accepted by Seller, it shall supersede any and all prior agreements relating to the goods described on the Purchaser's Order attached hereto. This writing is not an acceptance of any offer made to Purchaser; and Purchaser acknowledges that Seller objects to any additional or different terms which may be contained in any acknowledgement or other form, or in any other communication heretofore or hereafter received from Purchaser. THESE TERMS AND CONDITIONS, WHEN ACCEPTED BY SELLER, SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND PURCHASER, AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF WISCONSIN. No order may be canceled or altered by the Purchaser except upon terms and conditions acceptable to Seller, as evidenced by Seller's written consent.

**2. RISK OF LOSS.** Risk of loss or damage shall pass to Purchaser upon commencement of loading at Seller's place of business and shall remain with Purchaser until the goods are completely unloaded upon return. Notwithstanding the foregoing, title to the goods, and all accessions to the goods, shall remain with Seller until payment in full of the purchase price and of other amounts owing Seller have been paid. Seller may reclaim any goods delivered to Purchaser or in transit if Purchaser shall fail to make any payment when due. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including, but not limited to, any act of God, or delay in transportation.

**3. PRICE AND PAYMENT.** The prices in this Agreement are Seller's prices for such goods with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, as found in Paragraph 5 below, including the disclaimer of negligence, strict liability and other tort liability. If Purchaser desires for Seller to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed in Paragraph 5, and/or to be liable for consequential or incidental damages, then the Purchaser must notify Seller before Purchaser accepts (or is deemed to accept) this offer pursuant to Paragraph 1, in which event Seller will amend this offer to reflect higher sales prices reasonably compensating Seller for assuming that additional exposure. In the absence of such a notification, by accepting this offer Purchaser is accepting such limitations and disclaimers in exchange for the lower prices set forth herein. If Purchaser does not receive an invoice, or claims not to have received an invoice, Purchaser shall pay for the goods in full within 30 days of receipt of the goods. Interest at the compound rate of 1.5% per month, shall be paid by Purchaser for all amounts not paid when due. All costs of collection including reasonable attorney fees, shall be paid by Purchaser.

**4. WARRANTIES.** Seller provides no warranties, express or implied, and specifically excludes any warranty of merchantability or fitness for a particular purpose, and all goods sold here under are sold "AS IS." To the extent Seller may have provided any written warranties on the face of this Agreement or as otherwise documented, such warranty is limited to the terms thereof. Claims for shortages or other errors or defects must be made in writing to Seller within thirty (30) days after receipt of the goods or equipment, except any defects that cannot be discovered within said period of time, in spite of a most careful examination, shall be made in writing within thirty (30) days after discovery, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. If Purchaser does not, without delay, return the goods declared to be defective, or if it does not allow Seller to inspect said goods, or if Purchaser repairs any such goods without Seller's written consent, any and all claims shall be waived. If the Manufacturer (not Seller) provides a warranty, it shall be assigned or given to Purchaser.

**5. EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF LIABILITY; PURCHASER'S INDEMNITY.** The liability of each party hereto with respect to any breach of this Agreement or any breach of any warranty that would be found to exist shall in no event exceed the contract price. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING UNDER THIS AGREEMENT OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO THIS AGREEMENT, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER RELATED TO THIS AGREEMENT. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shut-down or slow-down costs, spoilage of material, or for any other types of economic loss. Purchaser shall indemnify Seller against any and all losses, liabilities, damages and expenses (including without limitation, attorneys' fees and other costs of defending any action) which Seller may incur as a result of any claim by Purchaser or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.

**6. MAINTENANCE OF GOODS.** Purchaser shall maintain the goods in good condition and repair and not permit their value to be impaired, keep the goods free from all liens, encumbrances and security interests (other than Seller's security interest); defend them against all claims and legal proceedings by person other than Seller, pay and discharge when due all taxes, license fees, levies and other charges upon them; not sell, lease or otherwise dispose of them or permit them to become accession to other goods except as may be agreed to by Seller in writing. Until the goods are paid for completely, Seller shall have the right to inspect the goods, wherever located, and Purchaser shall provide all reasonably requested assistance to Seller in making any such inspection.

**7. INSURANCE.** Purchaser shall keep the goods and Seller's interest in them insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Seller, which insurance shall list Seller as an additional insured. Purchaser assigns (and directs any insurer to pay) to Seller the proceeds of all such insurance and any premium refund and authorizes Seller to endorse in the name of Purchaser any instrument for such proceeds or refunds and, at the option of Seller, to apply such proceeds and refunds to any unpaid balance, whether or not due, and/or to restoration of the goods, returning any excess to Purchaser. Seller is hereby authorized by Purchaser to make, adjust, settle claims under the insurance. Purchaser shall furnish evidence of such insurance to Seller within 30 days of the date of this Agreement.

**8. MAINTENANCE OF SECURITY INTEREST.** To secure payment of the purchase price, Purchaser hereby grants Seller a security interest in the goods described on the Purchaser's Order attached hereto, and Purchaser shall pay all expenses and shall take any action reasonably requested by Seller to preserve the goods or to establish, perfect, terminate and/or enforce Seller's security interest in the goods under this Agreement.

**9. DEFAULT.** The following shall constitute an event of default:

- Purchaser fails to pay amounts owing hereunder when due;
- Nonperformance in any material respect by Purchaser of any of the requirements of this Agreement;
- Misrepresentation by Purchaser

In the event of any default by Purchaser, all of the obligations of Purchaser, at the option of Seller, shall become immediately due and payable.

**10. REMEDIES.** In addition to any other remedies allowed by law, upon default, Seller shall be entitled to the following:

- Upon notice from Seller, Purchaser shall assemble the goods and deliver them to Seller at a place designated by Seller;
- Purchaser shall reimburse Seller for any reasonable and documented expense incurred by Seller in protecting or enforcing its rights herein, including reasonable attorney fees.
- If Purchaser fails to perform any obligation under this Agreement, Seller may, but is not obligated to, perform in Purchaser's name, including without limitation signing Purchaser's name. In the event Seller expends any funds performing the obligations of Purchaser, Purchaser shall reimburse Seller, with the payment(s) being due immediately. Purchaser agrees that 10 calendar days written notice, sent to the last known address of Purchaser, shall for all purposes be reasonable notice, including for the proposed disposition of the goods. Seller may permit Purchaser to remedy any default without waiving any other default by Purchaser.

**11. JURISDICTION.** Purchaser agrees that all claims or disputes relating to this Agreement shall be brought in Waukesha County, Wisconsin and that the State of Wisconsin Courts are Courts of competent jurisdiction.

**12. PURCHASER'S PROPERTY.** Any property of the Purchaser placed in Seller's custody for performance of this contract is not covered by insurance, and no risk is assumed by Seller in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of the Seller.

**13. SEVERABILITY.** If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

#### 14. MACHINE TELEMATICS

A. The equipment in this agreement may be equipped with a Telematics System. Telematics data provides information about the location of the Machine, Machine utilization, the numbers on the Machine's hour meter, alerts for scheduled maintenance, and similar information intended to enhance the Customer's knowledge about and use of the Machine.

B. Dealer acknowledges that collection and transmittal of Data within the context of the Telematics System may implicate privacy and notice concerns by certain individuals, including, but not limited to, the Machine user. For purposes of collecting, analyzing and transmitting Customer Requested Information for the Customer's use, Customer agrees to indemnify and hold harmless the Dealer, Manufacturer, affiliates, and successors from and against any liability in connection with such actions, including with respect to any applicable privacy laws,

C. Customer consents to the transfer of Data to and use of the Data by Dealer and the Manufacturer for error detection and monitoring purposes, marketing purposes, product development processes, and statistical purposes.

D. Customer acknowledges and agrees that Customer is solely responsible for the maintenance and upkeep of the Machine. Notwithstanding this Agreement, Customer's use of the Telematics System, or Manufacturer's collection and use of the Data, neither the Manufacturer, its agents, nor its authorized dealers or repairers shall have any duty or obligation whatsoever to Customer to provide any repairs or shall have any duty or obligation whatsoever to Customer to provide any services or maintenance to Customer with respect to the Machine. Neither the Manufacturer nor Dealer shall be liable for any damages, costs or liabilities arising out of or relating to Customer's failure or inability to maintain or service the Machine.

E. If Customer prefers not to receive Customer Requested Information or permit Dealer or Manufacturer use of the Data, then Customer shall notify Dealer and Dealer will remove, modify or disable telematics system, as appropriate, but Customer shall not remove, modify or disable any telematics Hardware without Dealer's prior written consent.

Initials:

Date:



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)

NAME (First, Middle, Last)  
City of West Allis

STREET or RR  
6300 W McGeoch

CITY  
West Allis

STATE  
WI

ZIP CODE  
53219

COUNTY  
Milwaukee

PHONE NUMBER  
4141-302-8888

EMAIL ADDRESS  
Jon

PURCHASER NAME AND ADDRESS (Second Signer)

NAME (First, Middle, Last)

STREET or RR

CITY

STATE

ZIP CODE

COUNTY

PHONE NUMBER

EMAIL ADDRESS

DEALER NAME AND ADDRESS

DEALER NAME  
Brooks Tractor

Dealer Account No.:

STREET or RR  
12101 Silver Spring

CITY  
Milwaukee

STATE  
WI

ZIP CODE  
53225

Date of Order:  
2/5/2024

Dealer Order No.:

TYPE OF SALE:  
CASH

PURCHASER TYPE:  
5 City/Town/Village

MARKET USE CODE:  
17 General Utility

Add purchaser to Mailing List (Check One or More)  

☐ Construction

☐ Utility

☐ Forestry

☐ Government

PURCHASER IS:  

☐ Business

☐ Individual

Purchaser Acct.:  

☐ SOCIAL SECURITY

☐ IRS TAX ID NO

☐ EIN

NO.:

EXTENDED WARRANTY IS:  

☐ Accepted

☐ Rejected

(Initials)

LOCATION OF FIRST WORKING USE:  
County Milwaukee City West Allis

STATE  
Wi

COUNTY CODE

Ultimate Uptime Package Purchased:  

☐ Yes

☐ No

Initials

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Metal Plass Maxpro Live Edge			\$44,545.00
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PlowMaxx LD 200 Attach			\$0.00
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DVDE3 Rocker Switch			\$0.00
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quick Attach JRB 416			\$0.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(1) TOTAL CASH PRICE								\$44,545.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
<b>ACKNOWLEDGMENTS:</b> Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.			(2) TOTAL TRADE-IN ALLOWANCE	
			(3) BALANCE (1-2)	\$44,545.00
			(4) SALES TAX RATE ____ %	\$0.00
			(5) ADDITIONAL FEES	
			(6) SUBTOTAL (3 & 4 & 5)	\$44,545.00
			(7) RENTAL APPLIED	
			(8) CASH WITH ORDER	
			(9) BALANCE DUE (6-(7 & 8))	\$44,545.00

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

**TERMS & CONDITIONS VERIFICATION STATEMENT**

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version \_\_\_\_\_ (Initials)\_\_\_\_\_ and understands its terms and conditions.

Purchaser (First Signer)	City of West Allis	Signature	_____	Date	2/5/2024
Purchaser (Second Signer)	_____	Signature	_____	Date	_____
Dealer Representative	_____	Signature	_____	Date	_____
Salesperson	P Sheppard	Signature	<i>Paul Sheppard</i>	Date	2/5/2024

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature:
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