



MacQueen Equipment
 N60 W15835 Kohler Lane
 Menomonee Falls, WI 53051
 262-252-4744 • 800-252-4799

Ship To: SAME AS BELOW

Invoice To: CITY OF WEST ALLIS
 7525 W GREENFIELD AVE
 WEST ALLIS WI 53214

Branch 02 - MENOM FALLS WI		
Date 10/30/2020	Time 10:22:15 (O)	Page 1
Account No WESTA001	Phone No 4143028822	Est No 01 001794
Ship Via	Purchase Order SERVICE	
Tax ID No		
	Salesperson 101	

ESTIMATE EXPIRY DATE: 11/29/2020

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: ? MISCELLANEOUS EQUIPMENT MS #: ?
 Make: ? Model: ?
 Is to have the following work done

PLOW INSTALL ESTIMATE
 ADDITIONAL DESCRIPTION:
 INSTALL PLOW HITCH, CONTROLS AND HOSES/VALVING. CUSTOMER TO
 SUPPLY CONTROLS

Part#	Description	Qty	Price	Amount
225CDP	HITCH,TRK SIDE	1	5530.00	5530.00
SH3-62	QUIK-CONNECT	8	94.24	753.92
SH3-63	QUIK-CONNECT	8	38.57	308.56
S-100	VALVE	1	306.00	306.00
SUBLETL	STEEL MISC PART	1	1600.00	1600.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES	348.00	348.00

Parts: 6898.48
 Labor: 6960.00
 Sublet: 1600.00
 Miscellaneous: 348.00
TOTAL: 15806.48

Authorization: _____



10/27/2020

City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

JX Peterbilt – Waukesha is pleased to present a price quotation for (1) New 2022 Peterbilt Model 520 Tandem Axle Chassis. Please Review the specs and feel free to contact me with any questions you have.

Quotation being made with Sourcewell Contract # 081716-PMC

Total Peterbilt List Price	\$235287.00
41.32% Sourcewell Contract Discount	<u>-\$ 97,220.59</u>
Total Sourcewell Price for Peterbilt 520	\$138,066.41

520 Tandem Axle	
New Truck Net Price	\$ 138,066.41
Doc Fee	\$ 300.00
Title Fee	\$ 164.50
Five Year 100k Engine Warranty	\$ 1,750.00
Five Year 100k Aftertreatment	\$ 740.00
Total	\$ 140,856.41

***Price includes Framelayout and caps and covers.**
***included is an Operators Maintenance Manual CMMP Manual**

The Net Delivered Price includes dealer prep and freight, F.O.B. West Allis, WI or the body builder of your choice.

John Hoffman
Sales Executive
JX Peterbilt – Waukesha
PO Box 49, Waukesha WI 53187
820 Silvernail Road, Suite A, Pewaukee WI 53072
Business 262.547.0001 Toll Free 800.558.0524 Fax 262.547.6647

Visit us at
www.JXE.com



FORCE America Distributing, LLC.

A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

E-Mail

Date: 11/4/20

Total Pages (including cover):3

To: City Of West Allis
7525 W Greenfield Ave
West Allis WI 53214
USA

Attn: Brett Wollenzien
Email:

From: FORCE America Distributing LLC
1601 Airport Road
Waukesha WI 53188
USA
waukesha@forceamerica.com

Phone Number:800-722-5844

FAX Number:262-896-3510

Subject:

Message:



FORCE America Distributing, LLC.

A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

Sales Quotation

QUOTE

QT001-1193812-1

DATE

11/4/2020

PAGE

2 OF 3

SOLD TO

685000
City Of West Allis
 7525 W Greenfield Ave
 West Allis WI 53214
 USA

SHIP TO

116644
City Of West Allis
 Equipment Division
 6300 W Mc Geoch
 West Allis WI 53219
 USA

Expiration Date: 12/4/2020
Customer Ref.: Snow Plow Control
Customer P/O:
Customer Contact: Brett Wollenzien
Payment Terms: Net 30 days
Created By: Matt Shotton
Sales Rep: Braovac, Robert Z
F.O.B.: Waukesha, WI

Ship From: FORCE America Distributing LLC
Site 102
 1601 Airport Road
 Waukesha WI 53188
 USA

NOTES

City of West Allis, WI

Force America Ultra control less the arm assembly to control the plow only
This will have one joystick to operate the plow lift/angle
This control does NOT include and integrated spreader control

6-8 week lead time
F.O.B. - Waukesha

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1	1090630 CFG-008749 AAF10(UNL)-4-4-E Force America Add-a-fold valve to operate: D/A plow lift without float and D/A plow angle F-A KIT-CFG	1	EA	2,265.00	2,265.00
2	1086365 Rev. B 2 & 3 Bank Enclosure With All 10 Series Sections MCV-99ENCL-3S	1	EA	485.00	485.00
3	1090624 CFG-066586 MPJC-BLANK-3-ULTRA-NO-ARM C/O West Allis WI ELC KIT-CFG	1	EA	4,135.00	4,135.00

Force America Ultra control less the arm assembly to control the plow only
This will have one joystick to operate the plow lift/angle
This control does NOT include and integrated spreader control

Unless Otherwise Noted, Prices Do Not Include Freight

Accepted By: _____
Date: _____

MERCHANDISE TOTAL:	\$6,885.00
MISC CHARGE:	\$0.00
TAX:	\$0.00
QUOTE TOTAL:	\$6,885.00

Questions about your order? Contact us by phone at 800-722-5844 or email us at waukesha@forceamerica.com

FORCE AMERICA DISTRIBUTING LLC TERMS AND CONDITIONS

Acceptance: These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by FORCE America Distributing LLC and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Deliver of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Payment: Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest: To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

Freight Terms: All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods: Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges: Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action: These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contact for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Oct 20, 2020

City Of West Allis Equipment

Attn:

6300 W Mcgeogh Ave
West Allis, WI 53219
USA

Thank you for the opportunity to provide this proposal.

We are pleased to submit the attached quotation for (1) Model 2016: 3.5HD 20 yd Rear Loader.

This quotation is priced using Sourcewell and is comprised of several documents, including:

Cover Letter
Quote Form
Specifications
Terms And Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. We look forward to hearing from you.

Sincerely,

Josh Nevels
Mgr - Regional Sales

PO Box 458
Hutchins, TX
Phone: 9722252313

Email: jnevels@mcneilusco.com

McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313



Quote Number: 109202010050926 Rev: 0

Catalog: 19.04.17

Model 2016: 3.5HD 20 yd Rear Loader

Printed: 10/20/2020

Quoted/Sold To:

Delivery Point:

City Of West Allis Equipment Division 6300 W Mcgeogh Ave West Allis, WI53219 USA Attn:	City Of West Allis Equipment Division 6300 W Mcgeogh Ave West Allis, WI 53219 USA
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Total Configured Price	\$106,567
Surcharge	0
Specials	0
FET	0
Freight	850
Extended Warranties	0
Miscellaneous	0
Sales Tax	0
Total Unit Price	\$107,417
Quantity	1
Extended Price	\$107,417
Required Down Payment	\$10,742

Quantity Discount
Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges
Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Taxes
No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Specifications
All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options
Special options are subject to engineering application approval.

Terms & Conditions
This quotation assumes and is subject to the standard terms and conditions of London Machinery, Inc, McNeilus Truck and Manufacturing Inc. and Oshkosh Corporation, including limitations of warranty.

This quotation is valid until 12/04/2020.
Any order is contingent upon acceptance by McNeilus Truck and Manufacturing Inc.

Payment Terms
Due upon receipt

Quotation Currency
All prices are in US Dollars (USD)

Acceptance

By signing and returning this document, you are indicating that you have read and approved the above specification.

Please return this signed quotation and down payment to your McNeilus representative.

If you have any questions, please feel free to contact us.

THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.

Date(s) chassis will arrive at McNeilus

Authorized Signature

Date



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Quote Number: 109202010050926
Rev: 0

Catalog:19.04.17
Printed:10/20/2020

Chassis Type: CUSTOMER
Chassis Specification: CT - Peterbilt 520 Diesel

Customer Provided Chassis:

This quotation does not include a chassis. The customer will provide a chassis of the type noted, and must provide Vehicle Identification Numbers (VINs) and anticipated arrival dates as soon as possible.

The chassis must meet certain specific requirements for dimensions and included features and/or accessories.

Deviations from these requirements may cause price and delivery adjustments to the customer, due to additional labor and/or materials which must be provided by McNeilus.

Example issues which might result in extra charges and/or delays include:

Component mounting locations, such as exhaust, battery boxes, air tanks, etc.

Improper dimensions, such as wheelbase, cab-to-axle, after-frame, etc.

Late arrival of the chassis to McNeilus may result in a delivery delay of the completed unit to the customer. This delay may be greater than the original delay of chassis arrival, due to increasing demand for McNeilus products in the intervening period.



McNeilus Truck and Manufacturing Inc.

 PO Box 458
 Hutchins, TX
 972252313

 Quote Number: 109202010050926
 Rev: 0

 Catalog:19.04.17
 Printed:10/20/2020
Other Chassis Features:**Chassis**

AERO	Mirrors	Aero Style
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Configuration

DSL	Fuel Type	Diesel
SSCU	Steering	Street Side Seated and Curb Side Stand-Up Steering

Summary

N	Camera Cables	No Camera Cables Installed
GT300	Engine	Engine Must Be 300 HP Minimum
17MX11	Engine	Paccar MX-11, 2017 Emissions
DC	Mount Location	Dodge Center
Y	PDI	PDI at Dodge Center
REMCON	PTO Type	Remote Mount Constant Mesh
DT	Rear Axle	Tandem Rear Axle, Dual Rear Tires
HHM	Rear Suspension	Hendrickson Haulmax
Y	Safety	Safety Triangle Kit in Cab
ELECT	Throttle Type	Electronic
A45	Transmission	Allison 4500 RDS

McNeilus Body Features:**Body**

20R	Capacity	20 yd 3.5TG Rear Loader
Y	Controls	Flashing Warning Light for TG Up
Y	End Cap	End Cap Reinforcement
STD	Floor	Body Longitudinal Width: 33-1/2 inches
NONE	Floor	No Body Floor Liner
HD	Floor	Heavy Duty Floor (1/4) AR200
AFSL	Ladder	Access Door Ladder, Fold-Up with Shut Down and Light
	Model	Model 2016: 3.5HD 20 yd Rear Loader
LH	Side Access Door	Door Hinged Forward, Streetside

Cameras

RC	Backup	Backup Camera, Center of Tailgate
CH	Monitor	Monitor Mount Center Overhead
TG	Monitor	Backup Camera Displayed in Reverse



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System Info	SSV9 (2017) 9" Color 6 port, 128GB SD Card, 2 Cameras
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Hydraulics

SCHR	Filtration	Hydraulic Filter, Schroeder, in tank
Y	Miscellaneous	Pack at Idle
CF	Miscellaneous	Check Fluid KP14NV
ALL	Other	Wrap All Hydraulic Hoses (Cordura)
B	Other	Warning Light and Buzzer, Low Hydraulic Oil
VANE	Pump	Hydraulic Pump, Vane Type
SSU	Tank	Hyd Tank, Rect, Steel, Streetside Frame

Lighting

L	Fender	Fender Lights, Rear Facing, LED
1L	Hopper	Hopper Work Lights: 1 LED
S	Miscellaneous	Single Switch Control for CS & SS Lights
DU	Reverse	Reverse Lights, 4 inch dual in upper tailgate
TGOA	Smart Lights	Smart Lights, (8), 4" on Tailgate Rear/Side; Oval Body Front
LEDE	Type, General	LED, McNeilus Standard (where applicable)

Miscellaneous

QF	Other	Plastic Quarter Fenders, Front
Y	Other	Throttle Master in Cab
SPLITS	Other	Swivel Mount Composite Control Box
Y	Other	Ejection Control in Cab
BLMIN	Other	Plastic Rear Fenders, Minimizer, Black
FOB	Other	Power Distribution Module, Front of Body, Streetside
CC	Other	Cab Mounted Rocker Switches and Plumbing Only for Future Plow
ALL	Other	Remote TG Hinge, Lift, S&S Cylinder Lube
UPPER	Other	Mount TG in Upper Hole
Y	Other	Tailgate Up/Down Control in Cab
PRECO	Safety	Preco 1059 Dual Tone Back-up Alarm

Paint

AG	Body Clear Coat	Anti-Graffiti Body Clear Coat
TEMP	Category	Standard template
1M	Configuration	Paint Body: One Color



McNeilus Truck and Manufacturing Inc.

 PO Box 458
 Hutchins, TX
 972252313

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Y	DOT Tape	Yes
BDY	Ladder	Match Body Color
ES	Miscellaneous	English/Spanish Decals and Markings
VG104BDY	Undercoating	Undercoating: VG104 Body Only

Residential

CT	Cart Tipper	Cart Tipper Activated Slide/Sweep Lockout
BOTHM	Cart Tipper	Manual Linkage, Curbside and Streetside
BOTH	Cart Tipper	Location: Curbside and Streetside
D6220	Cart Tipper	Cart Tipper Model: Perkins D6220 (Qty 2)
FLUSH	Cart Tipper	Flush Mount
TIPPER	Cart Tipper	Tipper(s) to be installed by MTM

Slide/Sweep

CS	Controls	Standard Linkage Curbside
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Tailgate

CS	Controls	Rear-to-Cab Buzzer, Curbside
1/4	Hopper	Hopper Liner, 1/4 inch AR200
O-TYPE	Load Edge	"O" Type Load Edge
Y	Miscellaneous	TG/Ejr Valve Throttle Adv
Y	Miscellaneous	Nitrited Slide and Sweep Pin
TURN	Miscellaneous	Turnbuckle Lock
ADJ	Miscellaneous	Tailgate Steps, Adjustable 16" to 24"
3.5HD	Type	3.5 Yd w/ Heavy Duty Cylinders

Paint Instructions:

Paint Type: Standard template	Cab/Hood Paint: No Cab/Hood Paint
Layout#: _____	Color 1: _____
# of Colors: 1	Color 2: _____
Color 1: _____	Frame Paint: No Frame Paint
Color 2: _____	Wheel Paint: No Wheel Paint
Color 3: _____	Color 1: _____
Color 4: _____	Bumper Paint: No Bumper Paint
	Body Clearcoat: Anti-Graffiti Body Clear Coat

Special Features and Options:



McNeilus Truck and Manufacturing Inc.

PO Box 458
Hutchins, TX
9722252313

Quote Number: 109202010050926
Rev: 0

Catalog:19.04.17
Printed:10/20/2020

Extended Warranties:

Body	1 Year RL Body Warranty
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Options Available at Additional Cost (not included in quoted price):

Additional Notes:



McNeilus Truck and Manufacturing Inc.
 HIGHWAY 34 EAST
 POST OFFICE BOX 70
 DODGE CENTER, MINNESOTA 55927
 507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNeilus are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with then current McNeilus procedure. Acceptance by McNeilus of order from Buyer is expressly conditioned upon Buyer acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNEILUS IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (Highway 34 East, P.O. Box 70, Dodge Center, MN, 55927, U.S.A., ATTN: VP-Finance). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) Trucks and Truck Chassis - ex factory shipping point; and b) Parts - FOB shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in US dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: Cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension or credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales, and payment. McNeilus may demand immediate payment for trucks; chassis or parts shipped from Buyer location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

Acceptance. Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus inspection or disposition.

Limited Warranty; Disclaimer. McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. McNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect, or consequential damages, whether resulting from non-delivery or from negligence of McNeilus or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.



Terms and Conditions of Sale Including Limitations of Warranty (Continued)

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with Buyer sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and the Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state, and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effects of this Agreement are governed by the laws of the State of Minnesota. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.