

JFTCO, INC. 2445 PEWAUKEE RD WAUKESHA, WI 53188 WAUKESHA RENTS 262-513-6666

Bill to: **CITY OF WEST ALLIS** 

**PURCHASING DEPT** 

7525 W GREENFIELD AVE RM G08 **WEST ALLIS** WI 53214-4648

Customer: 1261734 TC2

Signed By:

Order By: JON HINTZMAN

# **Sales Quote Quote Q77013**

Invoice Amount: \$21,370.40

Invoice Date: 05/28/2025 Wed 09:00 AM Delivery Date: 05/28/2025 Wed 09:00 AM

Jobsite: NEW SCISSOR LIFT Contact: JON HINTZMAN Phone: 414-302-8809 **CITY OF WEST ALLIS** 6300 W. MCGEOCH AVENUE

WEST ALLIS, WI 53219 O44

Written By: Jill Leeman Sales Rep: JILL LEEMAN

PO #: **TBD** 

#### QTY DESCRIPTION **PRICE EXTENDED**

## Sale Items

1.0 100-0100 21,195.40 21,195.40

25-29' NARROW ELECTRIC SCISSOR LIFT THIS IS A GENIE GS2632. GS-2632, ANSI/ CSA, E-DRIVE, FOLDING RAILS, HALF HEIGHT SWING GATE. LEAD TIME IS 7-8 WEEKS. INCLUDES FREIGHT FROM FABICK WAUKESHA.

SOURCEWELL #: 020923-TER.

### Miscellaneous Items

**FABICK DELIVERY** 175.00 each 175.00



# The undersigned warrants having the authority to sign for Lessee-Customer.

Customer agrees to all costs of hauling said equipment from Lessor's place of business and to return same to Lessor at end of agreed upon rental period. Customer agrees to have the rented equipment insured against any and all causes of physical damage and to provide public liability insurance while equipment is in its possession. Customer agrees to return equipment in same condition as received, including serviceable tires, less normal wear and tear. Customer is responsible for returning machine clean of all toxic or hazardous material. Customer is responsible for replacing missing or worn parts, if applicable, including but not limited to cutting edges and bits, bucket teeth, ripper teeth. Customer holds Lessor harmless from any and all responsibility for causes beyond its control, including but not limited to acts of GOD, fire, weather conditions, labor disputes, delays of suppliers and vandalism. In no event shall Lessor be responsible nor shall the Customer or others be entitled to damages for loss of use of equipment, productivity, or any other consequential damages. In the event Customer defaults in the terms and conditions of the agreement, the Lessor is entitled to 18% per annum interest, attorneys' fees and court costs. Maximum usage: A one day rental is based upon 8 hours maximum use within a 24 hour period. A one week rental is based upon 40 hours maximum use within a 7 day period, and a one month rental is based up 160 hours maximum use in a 4 week period. Additional hours will be charged at overtime rates.

Insurance is the responsibility of the Customer and is required at the time of shipment.

TERMS: The supplying of the above described Equipment is subject to the terms and conditions set forth on the front and reverse sides hereof.

Rental Equipment Protection Waiver	Customer
Accepted	Signature
noopted	Printed Name
Declined	
(Customer Initials)	Title

#### **TERMS AND CONDITIONS**

#### This order is subject to the following terms and conditions:

- 1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
- 3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
- 4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
- 5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
- 6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
- 7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
- 8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
- 9. To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

For valu	F SALE FOR PROPERTY TAKEN IN TRADE
Fenton.	ne received, I/we hereby grant, sell, transfer and deliver unto <u>John Fabick Tractor Company, One Fabick Drive,</u> <u>Missouri 63026</u> at
I/we her property	eby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we
agree to	assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and d by Fabick.
by	