

1450 Doolittle Dr. · San Leandro · CA · 94577 TEL: (510) 562-0653 www.SonsrayMachinery.com

Ship To: CITY OF PETALUMA 202 North McDowell Boulevard Petaluma CA 94954-2307 Invoice To: CITY OF PETALUMA 202 North McDowell Boulevard Petaluma CA 94954-2307

San Leandro August 2, 2023 Prospect096191

jrydman-0624 707-778-4303

Purchase Order:

Sales Person: James Rydman

Attention: KENNY WHALEY

EQUIPMENT QUOTE/SALES ORDER

CASE 580SV TC CP 4WD

Serial #: FNH580SVNZHH11542 Stock #: EQ0058309

\$119,187.18

NEW CASE 580SV TRACTOR LOADER BACKHOE - 4WD SOURCEWELL MEMBER PRICING - CONTRACT #032119-CNH LIST PRICE \$189,186.00 - LESS 37% = \$119,187.18

- > ENGINE 97HP FPT F5 DIESEL TIER 4 FINAL CERTIFIED
- > TRANSMISSION: 4WD H-TYPE POWER SHIFT TRANSMISSION 4F-3R
- > TIRES: 14X17.5 GALAXY FRONT, & 21L-24 EZ RIDER GALAXY
- > 2 DOOR ENCLOSED CAB W/HVAC & BLUETOOTH RADIO
- > DELUXE HEATED AIR SUSPENSION SEAT W/2" SEAT BELT
- > LED WORK LIGHTS > REAR FLIP OVER STABILIZER PADS
- > PILOT CONTROLS WITH 1-WAY/2-WAY BACKHOE AUXILIARY HYDRAULICS (WET KIT)
- > 15' EXTENDAHOE & HEAVY FRONT COUNTER WEIGHT
- > GLIDE RIDE AUTO RIDE CONTROL W/3 SPOOL LOADER AUXILIARY CIRCUIT
- > TOOL BOX > TOOL CARRIER LOADER ARMS W 2-WAY SELF LEVELING BUCKET
- > 89" 4-1 FRONT LOADER BUCKET W/BOLT ON CUTTING EDGE
- > COLD START DUAL 12V BATTERIES
- > CASE SITEWATCH TELEMATICS & TELEMATICS SUBSCRIPTION

- * INCLUDES 1 YEAR UNLIMITED HOUR FACTORY WARRANTY
- * INCLUDES 5 YEAR OR 2,000 HOUR PURCHASE PROTECTON PLAN EXTENDED WARRANTY (\$0 DEDUCTIBLE)
- * INCLUDES SONSRAY SIGNATURE SERVICE A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

(MACHINE SUBJECT TO AVAILABILITY - CURRENTLY IN TRANSIT)

(Quote Expires 08/31/2023)

*** QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES ***

> FACTORY FREIGHT, LOAD FEE, CUSTOMER FREIGHT & FUEL SURCHARGE \$4,126.00 AMULET HOE CLAMP FULL MOTION THUMB \$3,956.00

NOTICE TO **PURCHASER**

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to

protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature	Sales Consultant _		Date
Print Name	Date	Accepted By	Date

PRE DELIVERY INSPECTION AND GET READY	\$2,927.00
48" WAIN-ROY 1/4 YARD XLS DITCHING BUCKET	\$2,785.00
PPP-Premier 60/2000 (\$0 Deductible)	\$2,540.00
WAIN-ROY 1/4 YARD XLS MECHANICAL COUPLER	\$1,620.00
18" WAIN-ROY 1/4 YARD XLS DIGGING BUCKET	\$1,483.00

 Quoted Price
 \$138,624.18

 Sales Tax 9.50 %
 \$12,927.99

 Processing Fee
 \$ 399.00

 CA Tire Tax
 \$ 7.00

 Cash Due or Finance Amount
 \$151,958.17

- 1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
- 2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
- 3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
- 4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
- 5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
- 6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
- 7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
- 8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
- 9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
- 10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
- 11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.