

111 hp

EQUIPMENT SALES ORDER

CUSTOMER/PURCHASER NAME Munster Public Works, Town of				CUSTOMER NUMBER		ORDER DATE 1/26/2022	
D/B/A				ACCOUNT MANAGER Ray Sullivan		CUSTOMER PO #	
STREET ADDRESS 508 Fisher Street				WRITTEN BY		CUSTOMER JOB #	
CITY Munster		STATE IN		ZIP 46321		COUNTY Lake	
CELL PHONE 1-219-712-8754		BUSINESS PHONE		BUSINESS FAX		E-MAIL cspolnik@munster.org	

NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED

DELIVERY TO BE MADE ON OR BEFORE				OR AS SOON AS POSSIBLE					
DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE) same						CITY, STATE		ZIP	
QUANTITY		YEAR	HOURS	MAKE, MODEL, DESCRIPTION		SERIAL NUMBER		CASH PRICE EACH ITEM	
NEW	USED								
1		2022	new	Takeuchi TL12R2 track loader		to be determined		\$ 81,000.00	
				High Flow includes polycarbonate door				\$	
				ride control, pattern selector, 2 year warranty/TFM		80" HD dirt with bolt on edge		\$	
1			new	24" RoadHog high flow cold planer		CP24G5		\$ 26,000.00	
				freight and setup		\$650		\$	
						SELLING PRICE		\$ 107,000.00	

TRADE-IN EQUIPMENT

TRADE-IN SHIP TO: ☐ Bolingbrook ☐ McHenry ☐ Schererville

TRANSPORTATION TO BE PAID BY: ☐ CUSTOMER ☐ MCCANN

YEAR	HOURS	MAKE	MODEL	SERIAL#	TRADE ALLOWANCE	AMT OWING	NET TRADE ALLOWANCE	OWED TO WHOM	NOTE #
1996	1730	Mustang	skid steer	2040 SF96L000301	6,500.00		6,500.00		
							0.00		
							0.00		
TOTAL TRADE ALLOWANCE					6,500.00	0.00	6,500.00		

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except as shown above.

OTHER FEES

1. Doc Fees	\$	
2. License & Title	\$	
3. Extended Service Contract	\$	
4. Physical Damage Insurance	\$	
5. Total Other Fees (1+2+3+4)	\$	0.00

1. SELLING PRICE	\$ 107,000.00
2. TRADE ALLOWANCE (per above)	\$ 6,500.00
3. NET PRICE (1-2)	\$ 100,500.00
4. LOCAL SALES TAX Exempt City Rate 0.00%	\$ 0.00
5. AMOUNT OWING	\$ 0.00
6. FREIGHT	\$ 650.00
7. OTHER FEES (per left column)	\$ 0.00
8. TOTAL PRICE (3+4+5+6+7)	\$ 101,150.00
9. CASH WITH ORDER	\$
10. RENTAL CREDIT (per left column)	\$ 0.00
11. BALANCE ON DELIVERY (8-9-10)	\$ 101,150.00

RENTAL CREDIT CALCULATION

1. # Months	
2. Monthly Rental Rate	\$
3. Total Rental (1x2)	\$ 0.00
4. % Credit Granted	0.00%
If purchased within:	
0-30 days.....100% applied	
31-60 days.....90% applied	
61 & after.....85% applied	
5. Rental Credit (3x4)	\$ 0.00

TERMS: ☒ CASH ON DELIVERY
☐ RETAIL INSTALLMENT CONTRACT (Terms Subject to Credit Approval)
 If retail contract, indicate desired length of contract _____ years
 If retail contract, indicate desired interest rate _____ %
☐ LKE Exchange Transaction

Notification is hereby provided that McCann Industries, Inc. has assigned to a qualified intermediary its rights to sell any rental assets listed within this document as part of a like-kind exchange.

ALL TERMS SUBJECT TO CREDIT APPROVAL PAGE 1 OF 2

PLEASE SEE REVERSE SIDE FOR TERMS AND SIGNATURE

BASE WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked

☐ NEW CASE PRODUCT WARRANTY or qualified Case warranty

WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT

WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

☒ NEW - Other manufacturer's warranty

☐ USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OF WARRANTIES unless otherwise stated in writing below.

EXTENDED SERVICE CONTRACT

Initial Accept Decline \$ Deductible
☐ Full Machine ☐ Power Train ☐ Power Train + Hydraulics ☐ Power Train + Electronics _____ Hours _____ Months

purchased, the term of the extended service contract begins concurrently with the base warranty start date and ends with extended service contract expiration date or maximum hours (whichever comes first)

PREVENTATIVE MAINTENANCE PACKAGE

Quote Number Initial Accept Decline
 Purchase Price \$ _____ Term: _____ Years _____ Hours Financed with Machine: Yes ☐ No ☐

PREVENTATIVE MAINTENANCE PACKAGE SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER

PHYSICAL DAMAGE INSURANCE

Initial Accept Decline \$ Deductible
 Premium Calculation:

Selling Price of Equipment (excluding sales tax)	X	Monthly Rate	X	Number of Months	=	Total Premium
\$ _____	X	_____	X	_____	=	\$ 0

SALES AGREEMENT

The Customer requests that McCann Industries, Inc. ("hereinafter referred to as 'McCann'"), sell, rent, loan, demo, service, and repair goods and equipment on account in consideration of which the Customer and McCann agree as follows:

Payment for equipment is due at time of order and in no event shall equipment be delivered prior to full settlement. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by McCann according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the Customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. Customer agrees to pay McCann a reasonable processing fee to cover any check returned by Customer's bank as unpaid. If the Customer fails to pay pursuant to the terms of this agreement and McCann elects to take action to collect this Account, the Customer shall pay all costs incurred by McCann including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. THE CUSTOMER ASSIGNS AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED TO MCCANN UNDER THIS ACCOUNT ALL OF THE CUSTOMER'S PRESENTLY OWNED AND EXISTING AND HEREAFTER ACQUIRED AND ARISING: ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, EQUIPMENT, INVENTORY, AND ALL PROCEEDS OF THE FOREGOING COLLATERAL. CUSTOMER APPOINTS ANY REPRESENTATIVE OF MCCANN AS CUSTOMER'S ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THE SECURITY INTEREST. THIS TRANSACTION SHALL BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS, AND JURISDICTION AND VENUE FOR THE HEARING FOR ANY MATTER IN DISPUTE SHALL BE WITH THE DUPAGE COUNTY CIRCUIT COURT OF ILLINOIS. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement. At McCann's sole discretion, any deposition will take place in DuPage County.

Time is of the essence of this contract and if Customer fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewals hereof, or in the payment of interest or defaults in the payment of any payment of any installment due under any other indebtedness or contract held by the McCann or Assignee, or if proceedings are instituted against Customer under any bankruptcy or insolvency law or Customer makes an assignment for the benefit of creditors or if for any reason the McCann deems himself insecure and so declares all payments hereunder made by Customer shall be retained by the McCann 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 McCann 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 McCann may require Customer to assemble the property and make it available at a place designated by McCann. McCann may resell the retained property at public or private Sales in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaining, 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 Customer agrees to pay any deficiency upon demand by McCann, and surplus, however, shall be paid to Customer. Said retaining or repossession shall not be deemed rescission of the contract. McCann may exercise any other rights and remedies provided by applicable law. 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.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased, loaned, used for demo or rented from McCann and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the sale, rental, demo or repair of any material or equipment. The Customer also acknowledges that it is its responsibility to comply with the manufacturer's instructions in regard to storage, preparation, mixing, and application of materials and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the materials. MCCANN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AS TO THE EQUIPMENT'S MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. The Customer also waives any liability upon McCann for any direct, special, or consequential damages that Customer may suffer. The exact manner in which this equipment will be used and the qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the McCann, therefore McCann expressly disclaims any responsibility for Customer's compliance or failure to comply with OSHA and/or other governmental safety or health regulations or standards.

The Customer authorizes any of its employees it sends to McCann to deliver or pick up equipment or materials, for purchase, loan, demo, rental, or repair, to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. If McCann's employees assist in loading or unloading, the Customer agrees to assume the risk of, and hold McCann harmless from, any property damaged or personal injuries attributable to the negligence of McCann, including McCann's employees. In the event the Customer directs McCann to deliver any material or equipment, and the Customer does not have a representative present at the time of delivery, the Customer authorizes McCann to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. McCann's use of a purchase order number is for Customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the Customer has had possession, or the right to possession of the items charged. Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the agreement are the quantities delivered and (b) there are no visible defects in the material. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives McCann written notice by certified mail-return receipt requested within three (3) days of delivery, the Customer waives any claim he may have against McCann for any determinable deficiency or defect in said delivery, product, or repair, and any objection he may have to the amount of the invoice.

The Customer shall indemnify and hold McCann harmless against any and all claims, demands, liabilities, losses, damages, and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or disposition of the material and/or equipment purchased, loaned, used for demo or rented from McCann. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment. McCann 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 McCann, including but not restricted to acts of God, floods, fire, storm, acts of civil and military authorities, war and insurrections.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance. Customer authorizes McCann to insert the serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said equipment.

Customer represents that he has read and has been afforded the opportunity to read the terms of this agreement and agrees to be bound by them.

IT IS UNDERSTOOD THAT THIS IS THE ENTIRE AGREEMENT BETWEEN PARTIES AND IS SUBJECT TO ACCEPTANCE AT ADDISON, ILLINOIS.

ACCOUNT MANAGER: Ray Sullivan

PURCHASER:

(COMPANY)

BY: _____
 Authorized Signature

DATE: 1/26/2022

BY: _____
 Authorized Signature

DATE: _____

ACCEPTED: MCCANN INDUSTRIES, INC.

NAME: _____

Print Name

TITLE: _____

NOTICE TO PURCHASER

REV. 7/2007

Caution: Do not sign this contract before you thoroughly read both sides 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 Contract when you sign it. Keep it to protect your legal rights.

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Illinois		Indiana	
Addison 543 S. Rohwing Rd. Addison, IL 60101 Phone: (630) 627-0000 Fax: (630) 627-8711	Bolingbrook 250 E. North Frontage Rd. Bolingbrook, IL 60440 Phone: (630) 739-7770 Fax: (630) 739-7699	Chicago 2350 S. LaSalle St. Chicago, IL 60608 Phone: (312) 942-9200 Fax: (312) 421-3502	Crestwood 4701 West 137th St. Crestwood, IL 60445 Phone: (708) 597-3110 Fax: (708) 597-9945
McHenry 4102 W. Crystal Lake Rd. McHenry, IL 60050 Phone: (815) 385-0420 Fax: (815) 385-2975	Wauconda 1360 N. Rand Rd. Wauconda, IL 60084 Phone: (847) 526-9444 Fax: (847) 526-9448	Schererville 1133 Indianapolis Blvd. Schererville, IN 46375 Phone: (219) 965-6545 Fax: (219) 865-0269	