


MORBARK


Final Delivery: Town of Munster

 1050 Ridge Rd
 Munster, IN 46321

Sold To: Town of Munster

 1050 Ridge Rd
 Munster, IN 46321

Herein referred to as "buyer"

Ship To: Alexander Equipment Company

 4728 Yender Ave
 Lisle, IL 60532

Quote #:	53148	Quote Date:	6/24/2025	Contact:	Bob Valois	Lead Time:	30 Days ARO
Terms:	Net 30	Ph #:	(219) 802-9088	Delivery Instructions:	FOB Destination		
Preparer:	Logan Yuncker	Email:	rvalois@munster.org	Customer PO#:			

2025 MORBARK EEEER BEEVER™ 2131-TA BRUSH CHIPPER
EQUIPMENT AND OPTIONS
STANDARD UNIT:

- Morbark orange urethane paint system
- Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables
- Dual horizontal feed wheels with TorqMax™ top feed wheel compression system, hydraulic lift assist, Variable Force™ constant hydraulic down pressure system with additional manually applied hydraulic down pressure at the valve handle and
- Reversing automatic feed system
- 37-3/8" diameter x 23-3/4" wide, four (4) dual-edged knife staggered pocket drum with removable knife holders, dual sided chambered air impeller system and controllable air flow vents
- 60-gallon lockable fuel tank with drain plug, electronic fuel gauge and shut-off valve
- 41-gallon lockable hydraulic reservoir with sight gauge, drain plug, hydraulic oil cooler and clean-out cover
- Live hydraulic system including: ball valve, pump, motor, and valve bank with additional valve section for installation of winch package
- Hydraulic swivel discharge with 360° rotation, turnbuckle height adjustment, bottom clean-out door and adjustable flipper
- 6" x 2" tubular steel frame with cross bracing for additional structural rigidity
- 6" x 4" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- 16,000# Torsion tandem axles, electric brakes, break-away actuator with 235/75R x 17.5", 16-ply radial tires and hexagon splash guard fenders
- Hydraulic front stabilizer
- Lockable steel combination tool and battery box compartment with 8D, 1400CCA battery
- Registration and operator guide holder
- Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork
- Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights, and license plate holder with light

POWER OPTIONS:

- Caterpillar C4.4, 174-HP, Tier 4F diesel engine with over center clutch and block heater in lieu of standard

OPTIONS:

- Winch package: Heavy-duty, 5000# pull capacity with rope, 10' chafe guard and interlock device

COMMENTS:

Sourcewell #010925-MBI, Member ID#28145

TOTAL CALCULATION

Quantity Requested:	1				
	Entries				Calculation
Configured Total		=	S	147,305.00	
Discount	13.0%	=	S	(19,149.65)	
Freight In		=	S	800.00	
PDI		=	S	1,000.00	
Extended Price		=		\$129,955.35	

QUOTE IS VALID FOR 30 DAYS



Equipment Quote and Order

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TERMS & CONDITIONS

Morbark/Rayco/Denis/Cimaf/Boxer STANDARD TERMS AND CONDITIONS OF SALE

All Sales by MORBARK, LLC, Rayco, Boxer and Denis/Cimaf/collectively referred to as 'MORBARK' in this document) are made on the following terms and conditions.

1. **AGREEMENT; CANCELLATION** This Agreement (as defined herein) is for the purchase of equipment and/or parts as identified and described in the attached Equipment Quote and Order ("Goods" or a "Good"). The Equipment Quote and Order together with these Terms and Conditions is referred to herein as the "Agreement". This Agreement is not effective until either of the following: (a) it is accepted by MORBARK's authorized representative or (b) the Goods are delivered to the Shipping Point. Upon Acceptance of this Agreement by MORBARK's authorized representative, this Agreement is a binding contract between Buyer and MORBARK. Prior to delivery to the Shipping Point, Buyer agrees to herein this Agreement may only be canceled by Buyer with: (i) the prior written consent of MORBARK's authorized representative; (ii) payment from Buyer to MORBARK of a cancellation charge of 10% of the original net invoice price of the Goods; and (iii) upon terms indemnifying MORBARK from all resulting losses and damages.

2. **INTERPRETATION** MORBARK objects to and will not agree to any terms that are additional to or different from the terms of this Agreement. Terms and Conditions which are additional to or in conflict with or inconsistent with this Agreement in a purchase order or other paper prepared by Buyer shall be considered by both Buyer and MORBARK to be applicable and shall have no force or effect. If Buyer has not otherwise agreed to these terms and conditions of sale, Buyer's acceptance of delivery of or payment for the Goods will constitute Buyer's acceptance of these terms and conditions.

This Agreement supersedes any prior or contemporaneous negotiations, agreements, promises, representations, or other communications, whether oral or written, between Buyer and MORBARK relating to the Goods and subject matter herein. This Agreement is the complete, final, and exclusive statement of the terms, conditions, and provisions of this Agreement between Buyer and MORBARK. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms in the Agreement. Any changes, modifications or additions to this Agreement are binding and enforceable only if made in writing and signed by both parties.

3. **TITLE AND RISK OF LOSS** Delivery of Goods covered by this Agreement shall be F.O.B. Shipping Point. Title and risk of loss shall be borne by Buyer upon MORBARK's delivery at Shipping Point. The Buyer will assume risk of loss on Goods on which MORBARK prepays freight and then shift freight to the Buyer when the Goods are received. The Buyer will assume the risk of loss on Goods on which it arranges freight and pays the freight carrier directly. In either situation the Buyer is responsible for the freight costs unless otherwise provided for in the order.

4. **RETURNED GOODS** Unless otherwise required by law, MORBARK will not accept any returned goods for credit unless: (a) Buyer has first obtained MORBARK's authorization in writing to return such goods; (b) inspection discloses to the satisfaction of MORBARK that the goods are new and in salable condition; (c) Buyer prepays the freight to MORBARK's designated facility; and (d) Buyer agrees to pay a restocking charge equal to fifteen percent (15%) of the original net invoice price of the goods unless MORBARK waives these charges in writing.

5. **NON-DELIVERY OR DELAY** MORBARK shall not be liable for any damages resulting from any delay or failure of delivery of Goods caused in whole or in part by circumstances beyond MORBARK's control.

6. **SECURITY AGREEMENT** Buyer grants to MORBARK a security interest in the Goods to secure Buyer's present and future obligations to MORBARK. At MORBARK's request, Buyer shall give MORBARK a signed financing statement reflecting the security interest. In the event Buyer defaults in the payment of any amounts due under this Agreement or in the performance of any other obligation of Buyer, or if Buyer is the debtor in a proceeding in bankruptcy, receivership or insolvency, then MORBARK may declare the full amount under this Agreement immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. MORBARK shall have the right to take possession of the Goods, and Buyer agrees upon MORBARK's request to make the Goods available to MORBARK at such place as MORBARK may designate.

7. **SURCHARGE** Buyer agrees that if the operating costs of MORBARK are affected as a result of significant regional or national economic fluctuations, MORBARK may add a surcharge to the price of the Goods to compensate for such cost variance.

8. **INSURANCE** From the time and risk of loss for the Goods passes to Buyer until the purchase price for the Goods are fully paid, the Buyer agrees to keep the Goods insured against all loss or damage in an amount not less than the unpaid portion of the purchase price. Such insurance is to be payable to MORBARK as its interest may appear.

9. **TAXES** Prices for the Goods specified in the Agreement are inclusive of taxes of any kind, including, but not limited to, all local, state, and federal taxes. Buyer agrees to pay such taxes directly or to reimburse MORBARK for such taxes.

10. **INSPECTION AND ACCEPTANCE** Buyer agrees to inspect the Goods immediately upon receipt and shall notify MORBARK, in writing, of any non-conformity or defect within ten (10) days after receipt. Buyer further agrees that failure to give such notice or putting the Goods to commercial use shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Giving the ten (10) day written notice by Buyer shall automatically cause the provisions of Section 11 to apply and govern the rights, obligations, and liabilities of Buyer and MORBARK with respect to such nonconformity or defect.

11. **WARRANTY** MORBARK warrants to the original Buyer that the Goods will be free from defects in materials and workmanship under normal use and operating conditions subject to the conditions and exclusions stated below. No representative, agent or dealer of MORBARK is authorized to modify, expand or extend this warranty in any manner or make any representation on MORBARK's behalf in connection with the sale of any Good covered by this warranty. However, additional extended warranty coverage may be purchased by the Buyer and agreed to by an authorized representative of MORBARK, after the date of this Agreement. The warranty period starts with the start-up in-service date. See the Warranty Period Chart for information on the warranty period.

11 a. EXCLUSIONS

The warranty shall not apply to:

1. Any Good which has been subject to misuse, neglect, modification, alteration, accident or lack of normal maintenance or service.
2. Fire damage.
3. Labor unless provided by an authorized MORBARK dealer.

11 b. REMANUFACTURED PARTS

MORBARK reserves the right to use remanufactured parts, when available, for warranty replacement parts. The remanufactured component has the same warranty as if it was new.

11 c. BUYER'S EXCLUSIVE REMEDY

The exclusive remedy of the Buyer in the event a Good does not conform to this Warranty shall be repair or replacement of the Good (at the option of MORBARK) without charge to the Buyer, when the Good is returned to MORBARK's facility at 5507 South Wynn Road, Wynn, Michigan 48896, or at such other locations as may be designated by MORBARK. MORBARK shall have sole discretion to determine whether and to what extent the Good is defective in material or workmanship. The acceptance by MORBARK of any Good returned is not an admission that the Good is defective and if MORBARK determines the Good is not covered by its Warranty, no Good may be returned to the Buyer at Buyer's expense.

11 d. DISCLAIMER OF WARRANTY

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. MORBARK MAKES NO OTHER WARRANTIES REGARDING THE GOODS AND IN PARTICULAR, MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

11 e. LIMITATION OF DAMAGES

MORBARK shall not be liable for any incidental or consequential damages, directly or by subrogation, including but not limited to any claims for fire damage, lost profits, downtime or loss of use in the event the Good is defective.

12. **ORAL REPRESENTATION** No agent, employee, or representative of MORBARK has any authority to expand MORBARK's obligations by any affirmation, representation or warranty concerning the Goods sold under the Agreement beyond those specifically included within this written Agreement.

13. **APPLICABLE LAW AND JURISDICTION** MORBARK and Buyer have made this Agreement in the State of Michigan, and it will be governed by and interpreted according to Michigan law whenever a term defined by the Uniform Commercial Code is used in the Agreement. The proper jurisdiction and venue of any action or proceeding arising out of this Agreement shall be in the courts of the State of Michigan, County of Washtenaw, or in the United States District Court that encompasses Washtenaw County, Michigan. Buyer agrees to personal jurisdiction by said courts in Michigan and waives any objection to personal jurisdiction. The parties agree that the prevailing party in any dispute arising out of the Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party. Any action for breach of this Agreement, including Terms and Conditions, must be commenced within two (2) years after the cause of action has accrued.

14. **WAIVER** No waiver by MORBARK of any default by Buyer shall be effective, unless in writing, nor operate as a waiver of any other default. MORBARK shall not lose any right because it has not exercised it in the past.

15. **SEVERABILITY** If any provision of this Agreement is invalid or unenforceable under any law, the provision shall be ineffective to that extent, but the remaining provisions shall be unaffected.

16. **WARRANTY TRANSFER** Transfer of warranty must include an inspection by an authorized dealer, distributor, or by a factory representative. If none of these options are available, detailed programs may be authorized by the respective warranty manager. The party or parties involved in the sale or transfer of the unit are responsible for any fees associated with the inspection. Once the inspection has occurred and is approved a \$100 admin fee shall be required to process the transfer. MORBARK has the right to refuse warranty consideration on any unit that does not follow the transfer policy.

Warranty Chart

Product Description	Morbark-Manufactured Components	Vendor-Purchased Components	Extended Coverage
New Brush Chippers except Eger Beaver 2230 (FIKIA M20R)	Two (2) years or 3 000 hours, whichever comes first	One (1) year from date in service	May be purchased prior to start-up
New Eger Beaver 2230 (FIKIA M20R)	One (1) year or 1 500 hours, whichever comes first	One (1) year from date in service	May be purchased prior to start-up
New Rayco Skid Cuts, Mulchers and Trainers, except RG25HD and RG13-H	One (1) year or 1 000 hours, whichever comes first	One (1) year from date in service	May be purchased prior to start-up
New Rayco Mow Work Force (RG25HD and RG13-H)	Two (2) years	Not applicable	May be purchased prior to start-up
New Forestry, Recycling and Sawmill Equipment	One (1) year or 1 500 hours, whichever comes first	One (1) year from date in service	May be purchased prior to start-up
Denis/Cimaf Mulcher Heads	One (1) year or 1 500 hours, whichever comes first	One (1) year from date in service	May be purchased prior to start-up
New Boxer Compact Utility Loader	One (1) year or 1 000 hours, whichever comes first	One (1) year from date in service	May be purchased prior to start-up
New Rayco AVL (R60AVL and R600AVL)	One (1) year or 1 000 hours, whichever comes first	One (1) year from date in service	May be purchased prior to start-up
Used Equipment	As stated on Equipment Order	Not applicable	Not applicable
New Engines	Not applicable	See Engine Warranty Statement	May be purchased prior to start-up or possibly two (2) years after start-up, depending on the programs offered by the engine supplier
Wear items such as conveyor choker, chaper and counter knives, chains, saws, hammers, screens, belts, bearings and tires	Manufacturer's limited warranty extended to the original buyer to cover conditions that are reasonably considered to have been within the manufacturer's control. Conditions not within the manufacturer's control such as regular wear, lack of maintenance, damage due to accidents or vandalism are not covered.	Manufacturer's limited warranty extended to the original buyer to cover conditions that are reasonably considered to have been within the manufacturer's control. Conditions not within the manufacturer's control such as regular wear, lack of maintenance, damage due to accidents or vandalism are not covered.	Not applicable

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2025 MORBARK EGER BEEVER™ 2131-TA BRUSH CHIPPER**BUYING AGREEMENT**

The Buyer agrees that by signing this Equipment Quote and Order it has agreed to purchase the equipment and/or parts and attachments identified herein and has read and agreed to either: (i) Morbark's terms and conditions in a validly executed dealer agreement, if Buyer is an authorized dealer or (ii) Morbark's attached terms and conditions of sale, including the applicable product warranty for the equipment and/or parts and attachments identified herein, if Buyer is a direct customer.

BUYER

By: _____

Title: _____

Date: _____

Remit All Payments in USD to:

Morbark
PO Box 277213
Atlanta, Georgia 30384-7213

