

store address:

Pendle

General Retail Purchase Order and Security Agreement

Version 3.2020

5729 West SR 38

Pendleton, IN 46064



Date 6/29/2020

Buyer TOWN OF MCCORDSVILLE Cell Phone _____ Phone 317-335-3151
 Address 6280 W 800 N City MCCORDSVILLE State IN Zip Code 46055
 email _____ Delivered by _____ DIS Act # MCCORD

Delivery to be made on or after:

Year	New or Used	Stock No. (tag #)	Make	Model	Serial No.	Description	Hours	Amount
20	N		Woods	DBH5.31		Ditch Bank Cutter		14,780.00
						Sourcewell Discount		(4,877.40)
						Fit and Setup		250.00
						Hyd Oil		557.00

Purchase Protection Plan (PPP) _____ Select PPP Plan _____
 Phys. Damage Ins. (PDI) _____

Bane-Welker Signature Equipment Service Plan ☐ Purchase ☒ Decline Signature Service Fee: _____

TRADE-IN'S: Buyer certifies that traded in equipment is free from any and all liens and encumbrances, and is his/her responsibility to cure.

DocFee

MAKE	MODEL	SERIAL NO.	DESCRIPTION	TRADE-IN	Hrs	FREIGHT&HDLG.	
						1. TOTAL CASH DEL'D. PRICE	10,709.60
						2. TRADE-IN ALLOWANCE	-

Trade-In Information:

1. Trade Allowance \$ -
 2. Amount owed on trade-in _____
 3. Trade-in financed with: _____
 4. Net Trade Allowance \$ -

This is a cash transaction. If the purchaser so requests prior to acceptance, the unpaid balance will be handled as a time sales transaction, subject to available financing and credit approval.

3. Balance \$ 10,709.60
 4. Sales Tax (IN, OH, or -) - \$ -
 5. Sub-total \$ 10,709.60
 6. Cash with order
 7. Bonus Bucks
 8. RedZone Rewards
 9. Balance Due \$ 10,709.60
 10. Doc / Processing Fee / Phys DI / PPP \$ -
 11. Cash or Financing Due on Delivery \$ 10,709.60

Additional Attachments or Specifications

I understand by signing this agreement, only the items listed above are included in the purchase price. If other items or changes in specifications are requested, it is the customer's responsibility to pay for those goods and/or services.

New equipment warranties will be set forth on separate form per the manufacturer

Safety

All Guards in place and points of danger protected ☐ No ☒ Yes Equipment modified or altered ☐ Yes ☒ No
 Instructions Booklet provided ☐ No ☒ Yes Operating instructions given ☒ Yes ☐ No

Notice to Purchaser

1. Read this contract before you sign it.
2. 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.
3. Purchaser acknowledges receipt of a fully completed copy of this contract and waives notice of the acceptance or rejection of this order by the seller.
4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.

IT IS UNDERSTOOD THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

Order taken by Cody Kinney
 Date order accepted 6/29/2020



Purchaser Signature

6/29/2020
 Date Signed

FIELD PREFERRED MACHINES

1. Is the machine Field Preferred? ☐ Yes ☒ No Serial Number: _____
2. I am aware of the Field Preferred Program Warranty and Guarantee exclusions. _____

(initial here)

ADDITIONAL TERMS AND CONDITIONS

- 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.
- In the event Bane-Welker Equipment's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser had the option of canceling this order in writing immediately on being notified thereof.
- The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.

WARRANTY

THIS DOCUMENT CONTAINS THE ENTIRE BANE-WELKER EQUIPMENT, LLC WARRANTY. BANE-WELKER EQUIPMENT, LLC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BANE-WELKER EQUIPMENT, LLC WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.

NEW EQUIPMENT

Any warranties provided by Bane-Welker Equipment on any NEW EQUIPMENT set forth on the reverse side hereof shall be given to Purchaser by separate statement, the receipt whereof is hereby acknowledged by Purchaser.

USED EQUIPMENT

USED EQUIPMENT covered by this Purchase Order is sold AS-IS, WHERE IS, WITH ALL FAULTS, AND WITH NO REPRESENTATIONS OR WARRANTIES, other than those stated on the reverse side for equipment 5 years old or newer.

ASSIGNMENT

The within contract, together with the indebtedness and all rights therein described, is hereby assigned, transferred, conveyed and set over unto Case Credit Corporation, and/or Case Corporation for its successors or assigns, for its or their own use forever, with full power and authority with regard thereto, subject nevertheless to the conditions therein contained and to the rights therein granted according to law and each assignor represents and warrants the said instrument as genuine and in all respects what it purports to be and has no knowledge of any fact impairing the validity thereof, and that there are not set-offs or counterclaims against the same. Payment of the within contract according to its terms hereby guaranteed by the undersigned.

Buyer Signature_____
Seller SignatureBy TOWN OF MCCORDSVILLE
(Please Print)By Cody Kinney
(Please Print)Dated 6/29/2020Dated 6/29/2020