



# Earthmoving Sales Order

Yancey Bros.Co. 330 Lee Industrial Blvd.Austell, GA 30168

DATE Mar 31, 2022

PURCHASER <u>CARROLL COUNTY BOARD OF COMMISSIONERS</u>		STREET ADDRESS <u>&lt;SAME&gt;</u>	
S O L D	CITY/STATE _____ COUNTY _____	S H I P	PHONE NO. _____
	POSTAL CODE _____		EQUIPMENT _____
T O	CUSTOMER CONTACT: <u>PRODUCT SUPPORT</u>	T O	F.O.B. AT: _____
INDUSTRY CODE: _____		PRINCIPAL WORK CODE _____	

CUSTOMER NUMBER <u>NON-DBS</u>	Sales Tax Exemption # (if applicable) <u>N/A</u>	QUOTE NO <u>215837</u>	CUSTOMER PO NUMBER _____
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PAYMENT TERMS:			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	NEGOTIATED TERMS <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER <u>0</u>	BALANCE TO FINANCE <u>0.00</u>	CONTRACT INTEREST RATE <u>0.00</u>	
PAYMENT PERIOD _____	PAYMENT AMOUNT <u>0.00</u>	NUMBER OF PAYMENTS <u>0</u>	OPTIONAL BUY-OUT _____

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: TBA	MODEL: 926M	YEAR: TBA	
STOCK NUMBER: TBA	SERIAL NUMBER: TBA		
926M SWL WASTE CFG2	579-7667	REQUIRES:	Recommend:
LANE 3 - AVAILABLE FROM CLAYTON FACTORY			342-0250 GUARD, WINDSHIELD or 562-5684 KIT, POLY FRONT WINDSHIELD
Serial Number Prefix W5L		349-7940 GUARD, DRIVESHAFT	377-1530 GUARD, FRONT LIGHTS
926M Waste Handler: Includes Waste Handler branding and limits		349-8163 GUARD, CRANKCASE	377-1547 GUARD, REAR LIGHTS
selections to drive performance and comfort enhancing features,		349-8165 GUARD, POWERTRAIN, LOWER	430-2916 GUARD, STEERING CYLINDER
an expectation of the Cat Waste Handler range.		425-1425 GUARD, POWERTRAIN, SIDE	423-7157 PRECLEANER, CAB, RESPA
		391-1990 GUARD, HITCH	430-2859 RIDE CONTROL
INCLUDES:		536-5340 ENVIRONMENT, MEDIUM DEBRIS or	419-8850 FENDERS, DEFLECTORS
541-2670 926M WHEEL LOADER		536-5350 ENVIRONMENT, HIGH DEBRIS	536-5349 AUTOLUBE
387-4096 FILM GP, WASTE HANDLER			333-6526 DIFFERENTIAL, LIMITED SLIP REAR

TRADE-IN EQUIPMENT			SELL PRICE	225,347
MODEL: _____	YEAR: _____	SN: _____	EXT WARRANTY	Included
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE	225,347
MODEL: _____	YEAR: _____	SN: _____	TOTAL QUOTE PRICE	225,347
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
<p>The customer acknowledges that he has received a copy of the YANCEY/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary:</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

CSA: \_\_\_\_\_  
NOTES: \_\_\_\_\_

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE**

YANCEY

PURCHASER

ORDER RECEIVED BY Phillip Martin

APPROVED AND ACCEPTED ON \_\_\_\_\_  
CARROLL COUNTY BOARD OF COMMISSIONERS

REPRESENTATIVE

PURCHASER

BY \_\_\_\_\_

SIGNATURE

TITLE

## TERMS AND CONDITIONS

PRICE: THE PRICES LISTED ARE SUBJECT TO INCREASE IN THE EVENT (i) HIGHER PRICES ARE BEING GENERALLY QUOTED BY YANCEY BROS. CO. FOR SIMILAR EQUIPMENT AT THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER, OR (ii) A CHANGE OCCURS IN THE CONTEMPLATED TIME OR MANNER OF DELIVERY.  
TITLE AND SECURITY INTEREST.

- (a) In the event this Order provides for a lease of the Equipment to Customer, Customer hereby acknowledges and agrees that title to all such equipment and to all replacements or substitutions thereof shall at all times remain in Yancey Bros. Co. Customer further agrees to keep the Equipment free from any all liens, claims, and security interests, and shall do or permit no act or thing whereby Yancey Bros. Co. title or rights may in any way be encumbered or impaired. Customer shall not be entitled to exercise any purchase option, which may be granted with respect to the Equipment if Customer is in default of its obligations to Yancey Bros. Co. under this Order or any equipment lease, conditional sales contract, or other agreement with Yancey Bros. Co.
- (b) In the event this Order provides for a sale of the Equipment to Customer, and Customer does not pay Yancey Bros. Co. in full for all obligations relating to the Equipment as designated by this Order upon or prior Customer does hereby create and grant a purchase money security interest in and to the Equipment in favor of Yancey Bros. Co., and Yancey Bros. Co. hereby reserves a purchase money security interest in the Equipment secure payment of all Customer's obligations to Yancey Bros. Co. in connection with the Equipment as provided under this Order. Upon customer's execution of this Order, and written acceptance thereof by this Order shall constitute a security agreement and shall be enforceable against Customer as such in accordance with the Uniform Commercial Code as adopted in the State of Georgia. Upon any default by Customer in its obligations pursuant to this Order, Yancey Bros. Co. may exercise any and all rights available to it by agreement or under law, including the aforesaid Uniform Commercial Code. Without limiting the generality of the foregoing, upon any default, Yancey Bros. Co. may declare the entire unpaid portion of the Customer's obligation hereunder immediately due and payable, and the agreement of sale or lease terminated, and may require Customer to assemble the Equipment and make it available to Yancey Bros. Co. at a convenient place designated by Yancey Bros. Co. In addition, Yancey Bros. Co. may, at its option, charge and collect from Customer, as liquidated damages, and amount equal to all costs and expenses incurred by Yancey Bros. Co. in delivering, repossessing, and returning the Equipment, plus rental payments for the period Customer had possession of the Equipment in an amount not less than the rental payments normally charged by Yancey Bros. Co. for similar equipment on a month-to-month lease.

As used herein, the term "Equipment" shall mean all machinery and equipment described in the face of this Order, together with all parts, accessories, supplies, materials, and other items attached to or located on the Equipment, and, unless the context otherwise requires, shall also include all dealer preparation services related to the Equipment which Yancey Bros. Co. may agree to provide.

1. Acceptance: Applicable Terms and Conditions of Purchase.
  - (a) This Equipment order shall become a contract between Customer and Yancey Bros. Co., subject to all terms and conditions set forth herein and on the reverse side hereof, upon Yancey Bros. Co.'s written acceptance of this order at its offices at 330 Lee Industrial Blvd, Austell, Georgia.
  - (b) Acceptance of this Equipment Order is expressly limited to the terms and conditions set forth herein and on the reverse side hereof. Yancey Bros. Co. shall not be bound by any provisions on Customer's purchase order, acceptance, or other forms or documents (including counter offers) which purport to impose any terms and conditions at variance with the terms and conditions herein set forth, and any such terms and conditions of Customer shall have no force or effect and shall not constitute any part of the applicable terms and conditions of the purchase or lease, except to the extent that said terms and conditions are separately and specifically agreed to in writing by Yancey Bros. Co. Yancey Bros. Co.'s failure to object to provisions contained in Customer's order, acknowledgement, or other forms or documents shall not be deemed a waiver of the provision of Yancey Bros. Co.'s terms and conditions herein set forth.
2. Payment: Customer hereby promises to pay to the order of Yancey Bros. Co. all amounts shown due on the reverse side hereof in accordance with the terms therein set forth, together with all costs of collection, including (15%) percent as attorney's fees if collected by law or through an attorney at law. No discount or other reduction in the amount due may be taken by Customer unless specified on the face of this Order. Any check or remittance received from or for the account of Customer may be accepted and applied against any indebtedness or obligation owing by Customer, as shown by the books and records of Yancey Bros. Co. without prejudice to or the discharge of the remainder of the remainder of any such indebtedness or obligations, regardless of any condition, proviso, statement, legend or notation appearing on, referring to or accompanying such check or remittance. Customer shall pay interest to Yancey Bros. Co. from maturity date of the invoice or the date any payment is due hereunder (i) if the amount payable exceeds \$3,000 at the rate per month of one and one half (1 ½%) percent, or (ii) if the amount payable is less than \$3,000 at the rate per annum of nine (9%) percent provided however, that in no event shall interest rate exceed the maximum lawful interest rate applicable.
3. Credit and Default: Yancey Bros. Co. may, at any time and from time to time, upon the occurrence of any adverse change in the financial condition or creditworthiness of Customer, limit or cancel the credit of Customer as to time and amount, and, as a consequence, may require a new application for credit or demand payment in cash prior to delivery of any unfilled or unpaid portion of this Order. Upon Customer's failure to make any such payment within ten (10) days after demand, or in the event of any default, breach or repudiation by Customer of any agreement with Yancey Bros. Co., or if customer shall become insolvent, call a meeting of its creditor, or make an assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization or arrangement proceeding shall be commenced by or against Customer, Yancey Bros. Co. may cancel this and any other contracts with Customer (Customer remaining liable for all damages in connection therewith), defer any shipments hereunder, declare forthwith due and payable all outstanding bills of Customer under this or any other agreement, sell all or any part of the undelivered Equipment, without notice, at public or private sale, Customer to be responsible for the costs and expenses of such sale and for any deficiency, Yancey Bros. Co. to account to Customer for any excess (Yancey Bros. Co. having the right to become the buyer of such Equipment at any such sale), and bill all or any part of the undelivered Equipment to Customer. Approval of credit for one or more deliveries under this Order shall not be deemed a waiver of the provisions of this paragraph. Any property of Customer, including but not limited to Equipment billed and held (whether paid for or not) at any time and in Yancey Bros. Co.'s possession, either as a principal or agent, shall be deemed held as security for, and may at Yancey Bros. Co.'s option be set off against any and all of Customer's obligations to Yancey Bros. Co.
4. Delivery Force Majeure: Yancey Bros. Co. makes no guarantee or warranty as to the exact date of shipment or delivery, and any date specified in this Order is merely an estimated date of shipment or delivery. Unless otherwise specified in writing, delivery of Equipment may be effected by (i) the acceptance of the Equipment from shipment by a licensed public truck-man or common carrier, (ii) actual delivery of the Equipment to Customer by Yancey Bros. Co. or its agent, or (iii) allocation of the Equipment to Customer at Yancey Bros. Co.'s facilities and notification to Customer that Equipment is available for pick-up, where Customer has advised Yancey Bros. Co. that Customer will arrange for transportation of the Equipment. Except where the Equipment is being leased by Customer or payment in full is not to be made until after the Equipment has been delivered to Customer, title to the Equipment shall pass to Customer upon delivery, subject to Yancey Bros. Co.'s right of stoppage in transit. Equipment invoiced and held at any location, for whatever reason, shall be at Customer's risk and Yancey Bros. Co. may, at its option, charge for insurance and storage at prevailing rates.
5. Yancey Bros. Co. shall not be liable for any non-delivery or delay in delivery of all or any part of the Equipment due to accidents, strikes, fires, floods, war, civil insurrections, government regulation, delay or inability to obtain labor material or services through Yancey Bros. Co.'s usual and regular sources, casualty, acts of God or any other conditions or causes of like or unlike nature beyond the control of Yancey Bros. Co. in any such event. Yancey Bros. Co. may, in its sole discretion, without notice to Customer, at any time and from time to time, postpone the delivery dates under this Order for a time, which is reasonable under all the circumstances, or make partial delivery or cancel all or any portion of this order.
  - a) Storage and Handling Charges: Yancey Bros. Co. may assess a service charge against Customer for handling, storing and transporting any of the Equipment ordered by Customer where Customer changes the terms of delivery from those set forth herein, or which Customer for any reason fails to accept when tendered by Yancey Bros. Co. or wrongfully rejects.
  - b) Risk of Loss; Insurance: After delivery of Equipment to Customer, the risk of any loss, injury, or destruction of said Equipment shall be borne by Customer. Customer agrees to insure for the full insurable value thereof all of the Equipment and to keep the same insured against fire, theft, vandalism, and accidental physical damage on a standard policy with "Loss Payable Clause" for the benefit of Yancey Bros. Co. so long as any indebtedness to Yancey Bros. Co. is unpaid in connection with the Equipment. Customer shall purchase and maintain in effect during the term of this agreement, a Commercial General Liability Insurance policy, at an insured limit of no less than \$500,000 combined single limit per occurrence, with an insurer carrying an A.M. Best rating of no less than A-VII, written on an occurrence form, and including Yancey Bros. Co. as Additional insured. Such insurance shall be considered primary insurance for the benefit of Yancey Bros. Co. as Additional Insured with any other insurance maintained by Yancey Bros. Co. to be excess and non-contributory with respect to claims, loss or liability arising from the operations of Customer.
  - c) Inspection and Notice of Nonconformity: Customer shall inspect the Equipment within five (5) days after the actual delivery of the Equipment at Customer's facilities or other location designated by Customer. Failure to make such inspection with five (5) day period shall constitute a waiver of the right to make any inspection prior to payment for the Equipment and shall further by a waiver of any defect which reasonable inspection prior to payment would have revealed. Yancey Bros. Co. shall in no event have any obligation to Customer for shortages or other patent defects in the Equipment unless written notice of such alleged shortages or defects shall have been delivered to Yancey Bros. Co. within ten (10) days after Customer's receipt of the Equipment, and Yancey Bros. Co. is afforded reasonable opportunity to examine the Equipment for the alleged shortages or defects within thirty (30) days after the receipt of such written notice. Customer's failure to reply promptly to Yancey Bros. Co.'s request for a full and detailed written statement of all alleged defects shall preclude Customer from relying on such defects to reject the Equipment. Customer's failure to comply with these requirements shall constitute irrevocable acceptance of the Equipment by Customer and bind Customer to pay the price of the Equipment.
  - d) Restrictions on Use: Customer shall comply with any and all limitations or restrictions, which may be imposed by Yancey Bros. Co. on the use and location of the Equipment where the Equipment is being leased to Customer or delivered to Customer prior to Customer's payment in full for the Equipment.
  - e) Customer's Remedies: In the event the Equipment is covered by any warranty from the manufacturer of the Equipment, such warranty shall be Customer's sole and exclusive remedy with respect to any alleged defects in the Equipment, whether relating to material, workmanship, performance, or any other matter, and Customer shall have no claims or rights or causes of action against Yancey Bros. Co. with respect to such alleged defects in the Equipment. Yancey Bros. Co. shall in no event be liable for any costs, expenses, or damages incurred or sustained by Customer arising from any alleged loss of profits, interruption of operations, or other incidental or consequential damages.
  - f) Power of Attorney: Customer does hereby irrevocably make, constitute and appoint Yancey Bros. Co. or any of its officers or designees Customer's true and lawful attorney in fact with full power and right to (i) complete, execute, and file any necessary or appropriate Uniform Commercial Code financing statements and similar documents evidencing or reflecting the grant by Customer of a security interest in and to the Equipment to Yancey Bros. Co., (ii) take possession of the Equipment and sell or cause to be sold such Equipment upon the occurrence of any default hereunder by Customer, and (iii) enter into and execute any and all agreements, conveyances, and other documents or instruments necessary or appropriate in connection with the enforcement by Yancey Bros. Co. of its rights and remedies upon the occurrence of any default hereunder by Customer, and Customer hereby ratifies and confirms all that Yancey Bros. Co. or its officers or designees, as such attorney in fact, shall do by virtue hereof. This power of attorney is one coupled with an interest and is irrevocable so long as there is any liability or obligation owing by Customer to Yancey Bros. Co. in connection with the equipment.
  - g) Indemnify: To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Yancey Bros. Co., and Yancey Bros. Co.'s officers, agents and employees from any and all claims, demand, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees) related to or arising from, in whole or in part, any act, error, omission, fault or negligence of Customer, Customer's officers, agents, employees, subcontractors, or anyone acting on Customer's behalf or for who actions Customer may be liable, related to the operation or use of equipment or goods leased under this contract. However, Customer's obligations under this paragraph shall not extend to the sole negligence of Yancey Bros. Co. or Yancey Bros. Co.'s officers, employees or agents.
  - h) Limitation of Actions: Any judicial proceeding or other cause of action which Customer may bring against Yancey Bros. Co. for any alleged default in its obligations to Customer must be asserted or instituted within one (1) year after actual delivery of the Equipment to Customer or after such cause of action shall arise, whichever is later.
6. Miscellaneous:
  - i. In the event more than one person, corporation, business association, or other entity constitutes the Customer identified on the reverse side hereof, all such persons, corporations, business associations, or other entities shall be jointly and severally liable to Yancey Bros. Co. for all indebtedness and obligations under this Order.
  - ii. Yancey Bros. Co. shall not, by any act, delay, omission or otherwise, be deemed to have waived any of the rights or remedies under this Order, and no waiver, whatsoever shall be valid against Yancey Bros. Co. unless in writing signed by an authorized representative of Yancey Bros. Co. and then only to the extent set forth herein. Yancey Bros. Co.'s waiver of any right or remedy under the terms of this Order on any one occasion shall not be construed as a waiver of any right or remedy which Yancey Bros. Co. would otherwise have on a future occasion.
  - iii. Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid to Customer at Customer's address as the same appears on the reverse side hereof. Any such notice, if so mailed shall be deemed to have been received the third business day following such mailing. Customer may change its address for notice purposes by written notice to Yancey Bros. Co. as specified herein.
  - iv. The provisions of this Order shall be binding upon and shall inure to the benefit of the respective successors, assigns, heirs, and legal representatives of Customer and Yancey Bros. Co..
  - v. All rights and obligations under this Order, including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia, including the provisions of the Uniform Commercial Code as enacted in said State.
  - vi. The various provisions of this Order are severable and any determination of invalidity, illegality, or unenforceability of any one provision hereunder shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.
  - vii. Captions given to various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.
  - viii. Customer hereby agrees that Customer will execute and deliver to Yancey Bros. Co. any and all instruments, agreements, or other documents requested by Yancey Bros. Co. which Yancey Bros. Co. deems necessary or appropriate in connection with the sale or lease of Equipment to Customer.
6. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar, Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Initial

Date



# CUSTOMER DATA AUTHORIZATION

You are receiving this message in regard to your Caterpillar connected asset(s), that have the ability to transmit telematics data directly from your equipment to Caterpillar. To ensure your acceptance of telematics data being transmitted to Caterpillar, and use of such telematics data consistent with the [Caterpillar Data Governance Statement](#) , we require your authorization. Authorization will be obtained via the Caterpillar Digital Authorization Tool (DAT), which is a web application used to obtain and record customer authorization. You will also be able to use the DAT to participate in remote services, which allows Caterpillar to remotely access, program, and install updates and/or upgrades to telematic devices located on your assets, in accordance with the [Remote Services Process Document](#).

Authorization should be granted from your company representative at the executive or decision-making level who is authorized to sign on behalf of the company (legal entity purchasing product(s) manufactured by, or on behalf of Caterpillar, through a Caterpillar dealer or directly from Caterpillar).

## **ACTION:**

Please use your mobile device and click the QR Code to be directed to the Digital Authorization Tool (DAT) requesting your authorization. We ask that you please complete the authorization at your earliest convenience. If you have any questions, please do not hesitate to reach out to your Yancey Representative.



Sincerely,

Yancey Bros. Co. Digital Team