

#2



Proposal

Quote Expires- 01 Aug 2025

BURNET COUNTY PCT 4

22 July 2025

QUO-47144-W2Z0D4

Dealer:

Customer:

ASCO EQUIPMENT, 1920 SE
LOOP 410, SAN ANTONIO, Texas,
78220

BURNET COUNTY PCT 4
BURNET COUNTY PCT 4, 133 E JACKSON
ST, BURNET, Texas, 78611

Tanner Dean

Ian Woods

Equipment				
Year	Serial Number	Description	Equipment Tag	Price
2022	695-347408	LeeBoy 695B Motor Graders	EQ0139217	\$177,000.00
Equipment Specification				
2022 LeeBoy 695B Cab Motor Grader				
*350hrs on Machine				
Cummins Tier 4 Final 130hp Diesel Engine				
Operating Weight – 16,000lbs				
Length – 22'3"				
Width – 7'8"				
Moldboard – 11' x 21" x 5/8"				
Rear Hitch – 15ton				
Turning Radius – 22'				
Pricing Summary				
Tax (if Applicable)				\$0.00
Grand Total				\$177,000.0000

Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.
There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO

Proposed :

Customer

Tanner Dean

TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]

1. General. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

2. Payment of Net Purchase Price. Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non-refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party. Unless otherwise described in this Proposal, no financing is being offered by Seller.

3. Cancellation Charge. A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

4. Taxes, Delivery Fees and Other Fees. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

5. Trade-in Equipment. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will

of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.

6. Non-Performance by Seller. Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any.

7. Buyer's Default. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*

8. Entire Agreement; Modification. This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing

be entitled to reappraise the Trade-in Equipment at the time of receipt

9. Jurisdiction and Venue. This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.

10. Delivery: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

11. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.

and signed by authorized representatives of both Buyer and Seller.

12. Price Increases. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.

13. Final Agreement; Buyer's Performance.. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal. Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO. The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. DISCLAIMER OF WARRANTIES ON EQUIPMENT:

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

All used equipment is sold **AS IS, WHERE IS, and WITH ALL FAULTS**. Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

ASSOCIATED SUPPLY COMPANY, INC.

Signature of Buyer: _____

Seller's Representative: _____

Print Name: _____

Branch Manager: _____

Title: _____

Date: _____

Date: _____

Accepted :