



SALES AGREEMENT

DATE Mar 23, 2026
QUOTE# 304143

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER	CITY OF ROSWELL		
STREET ADDRESS	PO BOX 1838		
CITY/STATE	ROSWELL, NM	COUNTY	CHAVES NM
POSTAL CODE	88202-1838	PHONE NO.	575 624 6700
EQUIPMENT	RUBEN ESQUIVEL	PHONE NO.	5754 624 6766
CUSTOMER CONTACT:	EMAIL		
PRODUCT SUPPORT	RUBEN ESQUIVEL	PHONE NO.	5754 624 6766
INDUSTRY CODE:	PRINCIPAL WORK CODE:		

Ownership Customer #	10528	Invoice Customer #	10528	Sales Tax Exemption # (if applicable)	CRS 01-405926-0	Customer PO Number	Ship Via
PAYMENT TERMS:				(All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE	☒	NET ON DELIVERY	☐	FINANCIAL SERVICES	☐	CSC	☐
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE	0.00	NOTES:	
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 420	YEAR: 2026	NEW ☒ USED ☐
STOCK NUMBER: 550538	SERIAL NUMBER: NEW	SMU: 3	
420 07A BHL CFG2	SEAT, DLX FABRIC	RUST PREVENTATIVE APPLICATOR	
TRIM PACKAGE 3	LINES, AUX COMBO, E-STICK	PACK, DOMESTIC TRUCK	
CTWT, 1015 LBS	WORKLIGHTS (8) LED LAMPS	BUCKET-CEMETERY, 36", 8.4 FT3 TEETH	
GUARD, STABILIZER	ENG, 74.5KW, C3.6, T4F	PINS, BUCKET, BHL-F, 45MM-50MM	
PLATE GROUP, BOOM WEAR	BUCKET-GP, 1.3 YD3, PO		
STD RADIO (12V)	LOADER BUCKET PINS		
HYD, MP, 6FCN	CUTTING EDGE, TWO PIECE		
AIR CONDITIONER, S5 (T4F)	BELT, SEAT, 2" SUSPENSION		
STICK, EXT, 14'	TIRES, 12.5 80/19.5L-24, GY		
CAB, DLX	STABILIZER PADS, FLIP-OVER		
PT, 2WS, PSHF	INSTRUCTIONS, ANSI		
DISPLAY, TOUCH SCREEN	SERIALIZED TECHNICAL MEDIA KIT		
RIDE CONTROL	PRODUCT LINK, CELLULAR, PLE643		
COLD WEATHER PACKAGE, 120V	COUPLING, QD, THREADED CAPS		
AUTO-UP STABILIZERS	SHIPPING/STORAGE PROTECTION		

MODEL:	YEAR:	SN:	SELL PRICE	\$150,384.00
PAYOUT TO:	AMOUNT:	PAID BY:	PREVENTIVE MAINTENANCE	Included
MODEL:	YEAR:	SN:	SUBTOTAL	\$150,384.00
PAYOUT TO:	AMOUNT:	PAID BY:	TOTAL	\$150,384.00
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.

☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE	INITIAL	☐ USED EQUIPMENT COVERAGE	INITIAL
The customer acknowledges that he has received a copy of the Wagner Equipment Co./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. Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 420-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH		All used equipment is sold as is, with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal. Warranty applicable:	
☐ ALLIED WARRANTY & COVERAGE	SIGNATURE		

Preventative Maintenance: BCP National Campaign - 2 Year/1000 Hour Parts Only PM Kit

NOTES: List Price:\$192,800.00
Sourcewell 22% Discount: ...\$150,384.00
CONTRACT RFP# 011723

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

WAGNER EQUIPMENT CO.	PURCHASER
ORDER RECEIVED BY Oliver, Timothy	DATE APPROVED AND ACCEPTED ON
REPRESENTATIVE	CITY OF ROSWELL
	PURCHASER
BY	SIGNATURE
	TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.
2. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.
3. **TIME OF DELIVERY and SHIPPING:** Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.
5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity.
6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.
9. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.
10. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.
11. **FORCE MAJEURE:** a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.
12. **VENUE:** Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.