

**NPE****NUECES POWER EQUIPMENT**CORPUS CHRISTI, TX  
(361) 289-0066**PURCHASE CONTRACT**EL PASO, TX  
(915) 541-0066LAREDO, TX  
(956) 725-0066VICTORIA, TX  
(361) 576-0066SAN BENITO, TX  
(956) 361-0066HOUSTON, TX  
(713) 247-0066SAN ANTONIO, TX  
(210) 310-0066

<b>CUSTOMER</b>	NAME Williamson County Road & Bridge	
	ADDRESS 3151 S E Inner Loop	
	CITY, STATE, ZIP Georgetown, TX 78626	
	C/O Shea Webb	PHONE 512-943-5293

DATE February 7, 2023
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**NPE**

P.O. BOX 4789 CORPUS CHRISTI, TEXAS 78469-4789

QTY	NEW USED	MODEL	SERIAL NUMBER	STOCK NO.	DESCRIPTION	CASH PRICE
					Wirtgen Factory Training for Foam Mixing Operations	5,550.00
					3 total days of Wirtgen Trainers to come to Williams County's facility for training up to 5 people for Foam Application and maintenance and operation	
					•No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.	
					•Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.	
					•Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.	
					•Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code, An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.	
					•Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.	
					•Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.	
					<b>*3 days of Training will include travel in/out for Trainers*</b>	

**TRADE-IN EQUIPMENT**

MAKE, MODEL, AND DESCRIPTION	HOURS	SERIAL NO.	ALLOWANCE	
			\$	
			\$	
			\$	
Gross Trade-In Allowance			\$	
Less: Amount Owed To:			\$	
Net Trade-In Allowance			\$	
				Sub Total
				5,550.00
				Other Charges
				Total Cash Price
				5,550.00
				Trade-In Allowance
				Total Cash Price After Trade-In
				5,550.00
				Sales Tax
				State Fuel Surcharge
				Heavy Inventory Tax
				Cash on Delivery
				Balance Due
				5,550.00

**DISCLAIMER OF WARRANTIES**

Any Warranties on the products sold hereby are those made by the Manufacturer. The Seller, Nueces Power Equipment, hereby expressly disclaims all warranties, either expressed or implied, including any implied Warranty of Merchantability or fitness for a particular purpose, and Nueces Power Equipment neither assumes nor authorizes any other person to assume to any liability connection with the sale of said product. All factory authorized warranty repairs are to be performed at NPE's service center. Travel time and/or hauling are at buyer's expense.

**BALANCE DUE UPON DELIVERY**

BUYER AGREES TO ALL TERMS AND CONDITIONS OF THE SALE SET FORTH ON THIS PAGE

Valerie Covey

Feb 14, 2023

BUYER'S SIGNATURE

CUSTOMER P.O. #

Matt Smith

SELLER'S NAME

SELLER'S SIGNATURE

**\*\*Price valid for 30 days from date on quote. Subject to prior sale.\*\***