



Print Date:	12/2/2019
Quote No.:	4973075468-1
Customer No:	2896300
Valid Until:	8/9/2019
PO:	
Salesman:	James R Watkins
Phone:	251-621-6040

PURCHASER
CITY OF FOLEY
PO BOX 1750
FOLEY AL 36536

SHIP TO
City of Foley
120 E. Orchid
FOLEY AL 36535

Thompson Lift Truck Company is pleased to submit the following solution for your material handling needs. Below you will find a summary with total cost. The following pages consist of a prepared equipment order including detailed specifications and any attachments.

NEW - Factory order Caterpillar GP25N 5000 lb LP gas pneumatic tire fork lift. \$30,200.00

Current Lead time is 12 - 16 weeks ARO

City of Foley NJPA/SOURCEWELL member # 44586

- EPA Compliant
- UL Approved
- GK25 2.5L 4 Cylinder Gas and LPG Engine
- Single Speed Powershift Transmission
- 39.5" Wide ITA Class II Hook Type Carriage
- 48" High Load Backrest
- 3-Section Valve
- Standard Tilt Cylinders
- Standard Overhead Guard
- Horizontal Tank Bracket
- Premium LCD/LED Display
- Engine Protection System
- Separate Brake & Inching Pedals
- Ground Speed Control
- Fuel Saver Mode
- Aluminum Core Corrugated Fin Radiator
- Presence Detection System
- Heavy Duty Counterweight Grill
- Two Forward LED Working Lights On OHG
- Electronic Back-up Alarm
- Rear LED Stop/Tail/Back-up Combination Lights
- Full Suspension Vinyl Seat
- Orange Seat Belt
- Rubber Floor Mat
- Operator Convenience Tray With Clipboard Holder
- English Language Markings North/South America
- 5,000 lb. Capacity LP Pneumatic Tire Lift Truck
- Dual Panoramic Rear View Mirror Kit
- Steel LP Tank, Horizontal Fill - 33.5#
- Amber Strobe Light - Mounted Below OHG
- Service Indicator Package
- Rear Grab Handle With Horn Button
- Steering Wheel Knob
- Thermoformed Overhead Guard Cover
- Single Function Internal Hosing - Triplex Mast
- 39.5" Wide ITA Class II Hang-On Sideshifter

CONTINUED...



Equipment Order

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PURCHASE ORDER	STORE	DIVISION	DEPARTMENT
		Lift Truck	Sales
SALES PERSON	SALES PERSON EMAIL		PHONE NUMBER
Watkins, James R	jamiewatkins@thompsontractor.com		251-621-6040

Solid Pneumatic Single Drive And Steer Tires
188.0" MFH / 84.5" OAL / 36.0" FFH Triplex
1.6" X 3.9" X 48" Hook Type - Pallet

Sales Subtotal	30,200.00
Tax Subtotal	0.00
Total	30,200.00

Thank you for the opportunity to assist you! We look forward to working with you and supporting your operation. If you have any questions regarding the proposal or specifications please do not hesitate to ask! Once all questions have been resolved please sign the equipment order and initial the terms page. We appreciate your valued order!

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: ____ (Mark box if applicable.) Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown on Line (7). Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

If insurance is not included here, list Purchaser's Insurance Agent: _____

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

TERMS AND CONDITIONS

1. **EXECUTION OF OTHER DOCUMENTS.** If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Time Pay Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due Shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. **RISK OF LOSS; INSURANCE.** The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage, and from such other insurable perils as Seller may require, in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause. Any insurance offered through Seller or an affiliate of Seller is offered only as a convenience to Purchaser and is not required. If any insurance coverage is purchased through Seller, Seller is not the agent or broker for Purchases, and Seller or an affiliate of Seller may receive compensation on the sale of the insurance.

3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties. Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment. With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller. The forgoing provisions are in lieu of all other warranties, express or implied. Seller hereby disclaims, and Purchaser hereby waives, any warranty of MERCHANTABILITY or FITNESS FOR ANY PARTICULAR PURPOSE and any other warranty or obligation of Seller to Purchaser on account of any defect in or any failure or insufficiency of the equipment. In no event will Seller be liable for any special or consequential damages sustained by Purchaser, even if Seller had reason to know of them. Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. **SELLER'S RESERVATION OF TITLE.** Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due any payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due. Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. **INTEREST AFTER DEFAULT.** After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. **COLLECTION COSTS.** Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves ""commerce"" as that term is used in the Federal Arbitration Act, 9 U.S.C. Sec. 1. Purchaser and Seller agree that all disputes, controversies or claims of any kind and character whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitrator shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. **NO ADDITIONAL OR DIFFERENT TERMS.** If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. Notice of Thompson Tractor Co., Inc. Customer Data and Telematics Data Privacy Statements

Customer Data

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as Product Link or the Vital Information Management System (VIMS), data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com
ver: DFLLC3/I4

Initial: _____