

10062 Live Oak Ave. · Fontana · CA · 92335 TEL: (909) 355-1075

www.SonsrayMachinery.com

Ship To: 74705 42nd Ave CITY OF PALM DESERT CA 92260 Invoice To: CITY OF PALM DESERT

73510 FRED WARING DR. PALM DESERT CA 92260

Fontana

August 29, 2024 BP0015617

anavarro-0066 7603405776 Purchase Order:

Sales Person: Albert Navarro

Attention: David Reyesjr

EQUIPMENT QUOTE/SALES ORDER

CASE 580SN Serial #: Factory Order Stock #: N.I.S. \$129,779.28

SORCEWELL Contract Number: 011723 Member #32787 City of Palm Desert - CNH Contract Period: 04/04/2023 thru 04/14/2027 Pricing Revised: 12/15/2023 discount is 28% off base list price Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item.

****NEW 2024 580SN 4WD FINAL TIER 4 BACKHOE LOADER / POWER SHIFT H- TYPE TRANSMISSION / ENCLOSED CAB W/ LEFT HAND DOOR / HEATING & AC - Includes defroster, door activated dome light, four front, four rear, and two adjustable side lights, floor mat, tinted glass, Bluetooth radio, front & rear wiper and fender extensions. / FRONT WHEELS 12X16.5, 10PR LUG TREAD / 19.5LX24, 10PR STD / 1-WAY OR 2-WAY AUX & EXTENDAHOE PKG / HEAVY FRONT COUNTERWEIGHT / PILOT CONTROLS W/ POWER LIFT / MECHANICAL QUICK COUPLER / STD 4WD FRONT AXLE / FLIP OVER STABILIZER PADS / RIDE CONTROL AND COMFORT STEER & 3 SPOOL AUXILARY PKG / 82" 4X1 FRONT LOADER BUCKET WITH CUTTING EDGE / 24" BUCKET / PREMIUM AIR SUSPENSION SEAT / LED LIGHT PACKAGE / COLD START DUAL BATTERY 5 YEAR CUSTOMER TELEMATICS SERVICE**** WARRANTY 1 YEAR UNLIMITED HOURS / 2 YEAR 2000 HOUR*** EXTENDED PRODUCT PROTECTION PLAN INCLUDED FOR 36/3000HRS****

- *** MACHINE QUOTED IS SUBJECT TO AVAILABILITY ***
- **** INTEREST RATE QUOTED IS BASED ON CURRENT RATES. INTEREST RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL **INSTITUTION** ****
- ***Quote Expires 09/30/2024 ***Financing Available on Approved Credit (OAC) ***Unit Based on Availability
- *** QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL **SURCHARGES** ***

SONSRAY SIGNATURE SERVICE - A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

FACTORY FREIGHT	\$4,180.00
PPP-Premier 36/3000 EW240829-00088	\$3,624.00
Final Customer PDI FOR DELIVERY WITH FUEL	\$2,480.00
24" BUCKET	\$2,210.00
Delivery Freight TO CUSTOMER	\$ 650.00
LOAD FEE	\$ 500.00

Quoted Price \$143,423.28

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature	Sales Consultant		Date
Print Name	Date	Accepted By	Date

 Sales Tax 7.75%
 \$10,834.45

 CA Tire Tax
 \$ 7.00

 Cash Due or Finance Amount
 \$154,264.73

- 1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
- 2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
- 3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
- 4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
- 5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
- 6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
- 7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
- 8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
- 9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
- 10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
- 11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.