

# Milton



## SALES ORDER

**SOLD TO:** Town of Enfield  
 D/B/A: \_\_\_\_\_  
**ADDRESS:** 475 Enfield Main Rd  
**CITY:** Ithaca **STATE:** NY **ZIP:** 14850  
**CONTACT NAME:** Buddy Rollins  
**PHONE #:** \_\_\_\_\_ **CELL:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_ **EMAIL:** highway@townofenfield.org  
**INVOICE TO Customer # :** 0571367 **P.O.#:** \_\_\_\_\_  
**SHIP TO ADDRESS:** Same  
**CITY, STATE, ZIP:** \_\_\_\_\_

**Customer #:** 0571367 **ORDER DATE** \_\_\_\_\_  
**FOB:** \_\_\_\_\_  
**SELL PRICE \$** 82,000.00  
**TRADE IN \$** \_\_\_\_\_  
**NET BALANCE \$** 82,000.00  
**STATE TAX:** Exempt  
**SALES TAX \$** \_\_\_\_\_  
**FREIGHT \$** 1,000.00  
**TOTAL DUE \$** 83,000.00  
**DOWN PYMT \$** \_\_\_\_\_  
**PAYOFF AMT \$** \_\_\_\_\_  
**BALANCE \$** 83,000.00

**DESCRIPTION**  
**MAKE:** 2023 Atlas Copco **SERIAL #:** UVC600654  
**MODEL:** QAS95 **ID #:** EQ244249

**ATTACHMENTS & NOTES:**

New QAS95 Generator with ~1 hour of runtime.

**Condition:**  AS IS  NEW PRODUCT  **WARRANTY:** \_\_\_\_\_

**TRADE IN:** **MAKE:** \_\_\_\_\_ **MODEL:** \_\_\_\_\_ **SERIAL #:** \_\_\_\_\_ **ALLOWANCE \$** \_\_\_\_\_  
**DESCRIPTION** \_\_\_\_\_ **YEAR:** \_\_\_\_\_ **SOLD TO CUSTOMER # / SALESMAN #:** \_\_\_\_\_

**TRADE IN:** **MAKE:** \_\_\_\_\_ **MODEL:** \_\_\_\_\_ **SERIAL #:** \_\_\_\_\_ **ALLOWANCE \$** \_\_\_\_\_  
**DESCRIPTION** \_\_\_\_\_ **YEAR:** \_\_\_\_\_ **SOLD TO CUSTOMER # / SALESMAN #:** \_\_\_\_\_

**TRADE IN:** **MAKE:** \_\_\_\_\_ **MODEL:** \_\_\_\_\_ **SERIAL #:** \_\_\_\_\_ **ALLOWANCE \$** \_\_\_\_\_  
**DESCRIPTION** \_\_\_\_\_ **YEAR:** \_\_\_\_\_ **SOLD TO CUSTOMER # / SALESMAN #:** \_\_\_\_\_

For Office Use Only	
Date Shipped _____	Finance Rep _____
Frt. Chg. Code (TRA, CPU, DNC) _____	
CSA or TM&R _____	
Rental Conversion / Reverse Months _____	
Competition _____	

**FINANCING TERMS:** (  SMI FINANCING  CAT FINANCING )  
 - NET CASH UPON RECEIPT OF INVOICE  
 SEE INSTALLMENT SALE CONTRACT  
 - OTHER  
 SKIP PAYMENTS: \_\_\_\_\_  
**PAYABLE AS FOLLOWS:**  
 \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE**

### Seller

SOUTHWORTH-MILTON, INC.

**BY:** Zachary Claus 50054  
 (SALES AGENT) DIV/TYPE#/STORE

**ACCEPTED BY:** \_\_\_\_\_  
 (BRANCH OR SALES MANAGER)

### PURCHASER

**Print:** \_\_\_\_\_

**By:** X

# TERMS AND CONDITIONS

**This order is subject to the following terms and conditions in addition to those stated on the front hereof:**

**1. Excusable Delivery Delays:** Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacturer or carrier, acts of God, embargoes, or government action. Or any other cause beyond the reasonable control of the seller, whether the same as, or different from, the matters and things hereinbefore specifically enumerated, and if for such reasons. Sellers may, at its option, cancel this order without liability except for return of the amounts paid on this order.

**2. Responsibility for Shipment:** The Seller's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Purchaser direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.

**3. Duration of Offer:** The Purchaser agrees that this order shall not be countermanded or revoked by Purchaser for a period of ten (10) days from date; thereafter it may be countermanded or revoked up to and until Seller does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financing Statement(s) and/or Note(s), and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.

**4. Execution of Other Documents:** When the property necessary to fill this order is available, the Purchaser agrees on demand to execute and deliver to the Seller such security agreements, financing statements and other documents as maybe required by the Seller to secure the purchase price. In the event that the Purchaser fails to execute and deliver to the Seller such documents, the entire balance of the purchase price shall, at the Seller's option, become immediately due and payable.

**5. Disclaimer of Warranties and Limitation of Liability:** Equipment of machinery described herein as new is sold subject to such warranties as are made in writing by the manufacture thereof. Seller will cooperate with Purchaser in obtaining adjustment from manufacture for breach of any such manufacture's warranty, any expense to be for Purchaser's account. In the event it is found that there are defective parts within such period as the appropriate manufacture's agreement to replace defective parts is applicable. Seller will furnish at Seller's repair facilities during regular working hours such labor as is required or repair of defective parts covered by manufacture's warranty. Cost of necessary transportation to and/or from Seller's repair facilities shall be born solely by Purchaser. Except for warranty of title by Seller and except for the is agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacture's warranty within the manufacturer's warranty period. Seller shall not be liable for defects in or for any damages or loss to property sold nor in a separate writing signed by Seller in the manner provided on the reverse side hereof; and under no circumstances shall Seller or Manufacture be liable for any indirect, special, incidental or consequential damages to the Purchaser or to any third party. **THE FORGOING UNDERTAKING WITH RESPECT TO NEW MACHINERY AND EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED; FURTHER SELLER MAKES NO WARRANTIES WHATSOEVER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO USED EQUIPMENT AND PURCHASER TAKES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER IN THE MANNER PROVIDED ON THE REVERSE SIDE OF THIS ORDER.**

**6. Taxes:** Unless otherwise stated, the quoted prices do not include sales, use or similar taxes. Such taxes shall be paid by the Purchaser. Consequently in addition to the quoted prices, in effect at the time of the sale, lease or rental, the amount of any present or applicable sales use or similar tax applicable to the sale, lease or rental of the property shall be paid by the purchaser, or in lieu thereof the Purchaser shall provide the company with a tax-exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of the property covered hereby. Purchaser shall timely pay all taxes and other charges assessed by any public body against same, including applicable property taxes.

**7. Insurance:** The property shall at all times after delivery to the purchaser. Purchaser's agent or a transportation company, whichever first occurs, be the sole responsibility of Purchaser, and all loss or damage to said property or any part thereof occasioned by fire or in any manner whatsoever, shall be borne by Purchaser and shall not operate to extinguish or diminish liability of Purchaser to Seller. Purchaser shall have said property insured in favor of Seller against fire, and other hazards generally covered by extended fire coverage insurance and any other hazards required any Seller for full insurable value thereof and the policy of insurance or proof satisfactory to Seller shall be delivered to Seller. Until and unless Purchaser obtains such insurance Seller may have same insured for Seller's benefit and Purchaser shall be liable for premiums thereon and shall pay or reimburse Seller for same. Any property shall be insured by the purchaser in companies acceptable to Seller to the full extent of any balance remaining unpaid and all such policies shall name as a co-beneficiary.

**8. Attorney Fees:** In the event of suit by Seller on this Purchase Order on account of Purchaser's breach thereof. Seller shall be entitled to recover costs and expenses of such suit, including reasonable attorneys' fees.

**9. Definitions:** Where applicable herein the word "property" will include labor and/or services.

**10. Additional Matters and/or Modifications:**