



MUSTANG MACHINERY COMPANY, LTD. d/b/a MUSTANG CAT
12800 Northwest Freeway (77040)
P.O. Box 1373 Houston, Texas 77251-1373

NEW ORDERS
PURCHASER'S ORDER AND
SECURITY AGREEMENT FOR NEW PRODUCT

REF#	13198	THIS CONTRACT CONTAINS AN INDEMNITY PROVISION FROM PURCHASER TO SELLER IN SECTION 6 ON THE REVERSE HEROF		ORDER DATE	08/21/2017
SOLD TO:	CITY OF SUGAR LAND			CITY OF SUGAR LAND	
BILLING ADDRESS:	12888-B HWY 6 SOUTH			12888-B HWY 6 SOUTH	
CITY	COUNTY	STATE	ZIP	DEL. APPROX.	
SUGARLAND	FORT BEND TX		77498	SUGARLAND	TX 77498

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	304E2 HEXMN DCA2 S/N-TBD	\$ 63,222.00	\$ 63,222.00
	2YR/2000HR PREMIER WARRANTY INCLUDED		
	A19B AUGER INCLUDED		
	HYDRAULIC THUMB INCLUDED - NEED TO ORDER P/N-452-2740		
	24" BKT INCLUDED		
	HYDRAULIC QUICK COUPLER INCLUDED - NEED TO ORDER P/N-361-1095		
	12" AUGER BIT INCLUDED		
		SUB-TOTAL	\$ 63,222.00
<input type="checkbox"/> PROTECTION CHECKLIST REVIEWED WITH PURCHASER			
<input type="checkbox"/> Applicable Sales Tax Applies		0.231% HWY. EQ. INV. FEE	\$ 145.92
<input checked="" type="checkbox"/> Sales and Use Tax Exempt; IF TAX EXEMPT EXEMPTION CERTIFICATE MUST BE ATTACHED		0.000% SALES TAX	\$ -
<input type="checkbox"/> UCC-1 Signed			
<input type="checkbox"/> UCC-1 Not Required		0.000% DIESEL SUR.	\$ -
<input type="checkbox"/> Mustang Cat Will Provide Property Damage Insurance (see Paragraph 10 on the Reverse Side Hereof)		(1) TOTAL CASH PRICE	\$ 63,367.92
<input type="checkbox"/> Purchaser Will Provide Property Damage Insurance		(2) LESS:	
		(a) Cash w/Order	\$ -
		(b) Cash on Delivery	\$ -
		(c) Cash on Invoice	\$ -
		(d) Trade-in Allowance	\$ -
		(e) Total Cash Down Payment & Trade-In Allowance	\$ -
		(3) UNPAID BALANCE OF CASH PRICE	
		[(1) minus (2)(e)]	\$ 63,367.92

TERMS: HGAC	THIS ORDER IS PLACED AT MANUFACTURER'S CURRENT LIST PRICE. IN THE EVENT OF PRICE CHANGES BY MANUFACTURER, THE PRICE PREVAILING AT TIME OF DELIVERY WILL BE PAID BY PURCHASER.
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EXCLUSION OF PRODUCT WARRANTY

1. EXCLUSION OF IMPLIED WARRANTIES: MUSTANG MACHINERY COMPANY, LTD. d/b/a MUSTANG CAT (hereinafter "Mustang Cat"), as Seller and the above Purchaser agree that all IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties reflected on the reverse side hereof, are EXCLUDED from this transaction by MUSTANG CAT and shall not apply to the products sold.

2. Purchaser further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Purchaser acknowledges that he has received, read, understands and accepts the terms contained herein. The Purchaser agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

SEE WARRANTY INFORMATION AND ADDITIONAL DISCLAIMER OF WARRANTIES ON THE REVERSE SIDE HEREOF.
THIS ORDER IS SUBJECT TO FINAL WRITTEN ACCEPTANCE BELOW BY AN AUTHORIZED OFFICER OR MANAGER OF MUSTANG.
IN ADDITION, THIS ORDER IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF.

In addition, Purchaser hereby certifies that Texas sales tax (was) (was not) paid on the products traded-in at the time of its purchase by Purchaser.

Set forth above is Mustang Cat's Cash Price for the goods subject hereto, Purchaser's Total Cash Down payment and Trade-in Allowance and the Unpaid Balance of the cash Price. Purchaser may elect to purchase such goods either at such Cash Price (minus the amount of Purchaser's Total Cash Down payment and Trade-in Allowance) or at a Time Sales Price payable in _____ equal monthly installments in the aggregate amount equal to the Unpaid Balance of the Cash Price plus interest at the rate of _____% per annum. If Purchaser elects to purchase the goods subject hereto for the Cash Price, Purchaser shall pay to Mustang Cat the Balance of the Cash Price upon acceptance of this Order by Mustang Cat. If Purchaser elects to purchase the goods subject hereto for the Time Sales Price, Purchaser shall execute, in addition hereto, a Promissory Note and Security Agreement setting forth the aggregate amount of such Time Sales Price and the due date and amount of each installment thereto. Late or deferred payment shall bear interest at the highest contract rate permitted by law.

PURCHASER:	CITY OF SUGAR LAND	BY:		TITLE:	
ACCEPTANCE RECOMMENDED BY:		Drew Zizinia		MUSTANG MACHINERY COMPANY, LTD. d/b/a MUSTANGCAT	
		salesman			
ACCEPTED, THIS		day of	20	BY:	

BILL OF SALE ON TRADED PRODUCT(S)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for valuable consideration does hereby assign, grant, sell, transfer, and deliver unto MUSTANG MACHINERY COMPANY, LTD. d/b/a MUSTANG CAT ("Mustang Cat"), the following described product(s):

Make	Model	Unit	Serial Number
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To have and to hold and all singular the said product(s) to MUSTANG CAT, its successors and assigns. The undersigned covenants with and represents to MUSTANG CAT that undersigned is the lawful owner of said product(s); that undersigned has a good right to sell the same; that undersigned will warrant and defend same against the lawful claims and demands of all persons; that said product(s) are free from all encumbrances except \$0.00

payable to (NAME OF LIEN HOLDER)

LIEN HOLDER'S ADDRESS:

PURCHASER'S SIGNATURE:

DISCLAIMER OF WARRANTY FOR CATERPILLAR PRODUCTS

Provisions in the following three paragraphs apply only to products sold by Mustang Cat which were manufactured by CATERPILLAR, INC., hereafter referred to as "CATERPILLAR."

1. GRANT OF LIMITED WARRANTIES: Purchaser acknowledges that the CATERPILLAR product(s) he has purchased is subject to the Limited Warranty ONLY by CATERPILLAR, a copy of which Purchaser has reviewed and acknowledges the receipt thereof. CATERPILLAR products are sold or leased subject to several different express limited warranties covering various parts of the machine or product in question. These warranties are IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. By his signature on the reverse side hereof, Purchaser signifies that he has received the applicable CATERPILLAR WARRANTY FORM(S), has read, understands, and accepts the terms contained therein and acknowledges that Mustang Cat has DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and that Purchaser's sole remedies, if any, with respect to defects in materials or workmanship shall be against CATERPILLAR pursuant to the aforementioned CATERPILLAR express limited warranties, if any.

2. Neither Mustang Cat nor CATERPILLAR is responsible for any warranty other than that warranty as set out in the warrant (ties) described above. Purchaser further acknowledges and agrees that this order form and its attachments (if any) contains all agreements between Purchaser and Mustang Cat, and they are hereby accepted by Purchaser. Purchaser further agrees and acknowledges that no verbal contracts, agreements or warranties other than what is written in this order have been given or received, and so acknowledges by his signature hereon.

3. CATERPILLAR WARRANTIES extend only to parts or attachments sold by CATERPILLAR. Mustang Cat and CATERPILLAR DISCLAIM ANY WARRANTY, express or implied, including any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, for parts or attachments manufactured by persons other than CATERPILLAR.

DISCLAIMER OF WARRANTY FOR NON-CATERPILLAR PRODUCTS

Provisions in the following two paragraphs apply only to products sold by Mustang Cat which were manufactured by persons other than CATERPILLAR.

1. DISCLAIMER OF IMPLIED WARRANTIES: The parties agree that any IMPLIED WARRANTIES OF MERCHANTABILITY or OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties given by the manufacturer of the product, are EXCLUDED from this transaction by Mustang Cat and shall not apply to the products sold. Mustang Cat shall have no liability for a breach of a manufacturer's warranty.

2. Purchaser further agrees that his SOLE AND EXCLUSIVE remedy against the manufacturer of the product shall be as contained in any manufacturer's warranty forms he has received. Purchaser further agrees that no other remedy (including but not limited to claims for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM, DEMAND, OR DAMAGE WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

SEE EXCLUSION OF PRODUCT WARRANTY ON THE REVERSE SIDE HEREOF

TERMS AND CONDITIONS OF ORDER AND SECURITY AGREEMENT

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Mustang Cat reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order, when accepted by an authorized officer or manager of Mustang Cat, shall become a binding contract but Mustang Cat's obligation to deliver shall be conditioned upon and subject to strikes, walk-outs, accidents, fire, delays in manufacturer transportation, acts of God, and embargoes or Governmental action or any other causes beyond the control of Mustang Cat whether the same as or different from the matters and things hereinabove specifically enumerated, and any of such causes shall absolutely absolve Mustang Cat from any liability to Purchaser under the terms hereof. Upon acceptance by Mustang Cat, Purchaser shall be obligated to pay or secure such obligation. In the event that the manufacturer of the product(s) subject hereto increases its sales price to Mustang Cat between the date hereof and the time of delivery of such product(s), the purchase price reflected on the reverse side hereof shall be deemed to be modified to reflect such change, and Purchaser agrees that it shall be obligated to pay such modified purchase price in accordance with the terms hereof and any other documents now, heretofore or hereafter executed to evidence or secure such obligation.
3. Unless the product(s) is paid for in full in cash at the time of delivery, Mustang Cat retains and Purchaser hereby grants to Mustang Cat a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Purchaser, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of Mustang Cat. Purchaser further appoints Mustang Cat as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of Purchaser. In the event Purchaser fails to execute any such financing statement or security agreement upon request by Mustang Cat, the entire balance of the purchase price shall at Mustang Cat's option become due and payable and Purchaser shall execute any notes or other evidences of indebtedness that may be required by Mustang Cat. However, any note taken herewith shall be evidence of Purchaser's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
4. Mustang Cat's responsibility for shipment ceases upon delivery to a transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by Purchaser directly to the transportation company. Any claims which Purchaser may be entitled to make against Mustang Cat for shortages and shipments shall be made within fifteen (15) days after receipt of shipment.
5. Purchaser agrees that this order shall not be countermanded by him and that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale of this above specified) it will, together with any security agreement, promissory note or other evidence of indebtedness executed by Purchaser contemporaneously herewith or subsequently herewith, constitute the entire agreement between the parties relative to this transaction. Purchaser further agrees that Mustang Cat is not bound by any representations or agreements made by any agent or employee of Mustang Cat relative to this transaction unless specifically embodied herein.
6. **PURCHASER FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS MUSTANG CAT FROM ALL LOSS, DAMAGE, EXPENSE AND PENALTY ARISING FROM ANY ACTION ON ACCOUNT OF ANY INJURY TO PERSON OR PROPERTY OF ANY CHARACTER WHATSOEVER OCCASIONED BY THE OPERATION, HANDLING OR TRANSPORTATION OF ANY OF THE PRODUCT(S) SOLD HEREUNDER AND WHILE THE PRODUCT(S) IS IN THE POSSESSION OR UNDER THE CUSTODY AND CONTROL OF PURCHASER.**
7. In consideration of the sale of the product(s) by Mustang Cat, Purchaser agrees to pay Mustang Cat for such product(s) at Mustang Cat's Principal office in Houston, Harris County, Texas.
8. In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, Purchaser agrees to pay reasonable attorney's fees to Mustang Cat should this matter be placed in the hands of an attorney for collection.
9. This Order for New Products and Security Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. Invalidity of any portion of this Order for New Products and Security Agreement shall not affect the validity or enforceability of the remainder of the terms and conditions hereof, and the parties hereby agree that this order for New Products and Security Agreement shall be construed as if such invalid provision had not been inserted.
10. If so indicated on the reverse side hereof, Mustang Cat will obtain and maintain dual interest insurance with respect to the product(s) subject hereto for so long as any portion of the purchase price is unpaid insuring against all risks of physical loss or damage to such product(s), subject to such reasonable deductibles and exceptions as Mustang Cat may, in its discretion, determine and shall charge Purchaser the applicable price therefore, Mustang Cat shall furnish to Purchaser a Certificate of Insurance describing such coverage. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY MUSTANG CAT UNDER ANY CIRCUMSTANCES.
11. In the event Seller consents in writing to cancellation, Buyer shall pay Seller, at Seller's option, the following as liquidated damages:
 - a. Invoice price of all goods which have been identified to the contract, whether such goods have been delivered to Buyer or not.
 - b. Actual costs incurred by Seller for goods not completed which are allocable to the balance of the contract, including the cost of discharging Seller's liabilities which are so applicable and the costs of materials on hand which were acquired or produced in connection with partially finished work and materials.
 - c. A reasonable allowance for profit in connection with goods called for under the contract, but with respect to which production has not yet begun at the time of cancellation.
 - d. Reasonable costs incurred by Seller, including accountant's and attorneys' fees, if any, in making any termination settlement hereunder.
12. The remedies herein reserved by Seller, shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any portion of this contract shall constitute a waiver of continuing or future breach of such provision or of any other provision hereof.

Initial _____