

Council Business Meeting

December 7, 2021

Agenda Item	Approval of New Vehicle Purchases (Exceeding \$100,000.00)	
From	Scott Fleury PE Thomas McBartlett Wes Hoadley	Public Works Director Director of Electric Fleet Maintenance Supervisor
Contact	scott.fleury@ashland.or.us wes.hoadley@ashland.or.us	541-552-2412 541-552-2355

SUMMARY

Before Council is a request to approve the purchase of new vehicles required for operations staff in the Street and Electric Divisions. The equipment replacement need was defined and approved as part of the 2021-2023 Biennium Budget. Council approval is required to award individual public contracts for each of the vehicles because the cost of each vehicle exceeds \$100,000.00.

POLICIES, PLANS & GOALS SUPPORTED

Council Goals:

Essential Services

- Streets
- Electric Services

PREVIOUS COUNCIL ACTION

The new vehicles associated with replacing existing stock were approved in the Council adopted 2021-2022 Biennium Budget.

BACKGROUND AND ADDITIONAL INFORMATION

There are four vehicles scheduled for replacement requiring Council approval. Two replace equipment utilized by the Street Division and two replace equipment utilized by the Electric Department. The vehicles scheduled for replacement are as follows:

Equipment Number	Description	Projected Cost	Department	Standard Life Cycle	Actual Life	Fleet Staff	User Dept	Miles or Hours	Expected additional Miles or Hours by the time the unit is replaced	Downtime within acceptable limits	Downtime Estimate over the past year	Notes
3, 20, 33		\$112,000	Street									Condensing 3 units to 1 unit - replacing 3, 20, 33
600	2008 International Line Truck	\$354,000	Electric	12 years	13 years	Replace	Replace		600 hours	no	30 days	
827	2011 International bucket Truck	\$331,000	Electric	12 years	12 years	Replace	Replace		600 hours	no	30 days	we have had may reliability issues with this unit since new. Multiple boom issues and chassis issues.
939	2014 Schwarze Sweeper	\$296,000	Street	6 years	7 years	Replace	Replace		800 hours	no	20 days	Carried over from 2020

VEHICLE DESCRIPTIONS

1. **Bobcat** – The Bobcat combines three (3) older pieces of equipment into one unit. The Street Department utilizes a road grader, loader, and compaction roller. Each of these pieces of equipment range in age from 40 to 60 years old and are in dire need of replacement. The Bobcat unit will replace a majority of what the Street Department utilizes the three separate pieces of equipment to accomplish as part of the pavement maintenance program. All three units are very difficult to maintain due replacement parts being very difficult to obtain. Replacing all three pieces of equipment with one new unit is a cost-effective solution to accomplish the necessary street maintenance tasks. The Bobcat will be used for variety of projects including ditch and dirt street maintenance, loading cinders for snow plowing and sanding, asphalt distribution when paving and patching, asphalt removal when patching, gravel and materials stockpiling.
2. **Sweeper** – This is one of two street sweepers operated by our street division. The two sweepers operate for a combined 40 hours per week most of the year, and 80 hours per week during the fall. Two units gives us redundancy for these high maintenance and high wear pieces of equipment. Our street sweeping program removes on average 3,200 cubic yards of material from Ashland streets, that material would otherwise end up in the storm drain system and eventually in the various waterways in Ashland.
3. **Line Truck** – This truck is one of two line trucks used by the Electric Department. Line trucks operate similar to a crane and are an essential piece of equipment in the construction and maintenance of the electrical distribution system. The line truck is used to auger holes, set power poles, lift and place transformers, used in the installation and replacement and power lines, and any other maintenance and repair activity on the electrical distribution system. These trucks are also used in response to power outages and are used for emergency response situations. Reliability and safety are critical to this piece of equipment.
4. **Bucket Truck** – This truck is used in conjunction with the line truck. The bucket truck is used to elevate trained personnel to the power lines when maintenance and repairs are needed. The bucket truck is also used as a first response vehicle used for power outages and power line issues. Safety and reliability are essential with this vehicle.

FISCAL IMPACTS

The new vehicles to be purchased are as follows:

Sourcing Method: Cooperative Procurement	Dept	Description	New Vehicle #	Replacing Vehicle #	Amount Budgeted	Purchase Price
Sourcewell Contract # 040319-CEC (formerly NJPA)	Street	T870 T4 Bobcat Compact Track Loader, Grader 108", Dozer Blade 6-Way 96", Vibratory Roller 80", SAS 200 Soil and Asphalt Spreader, Brushcat 80"	1256	#3 Gallion Roller, #20 D3 Dozer, #33 Grader	\$112,000.00	\$125,927.98
Sourcewell Contract # 12207-FSC-1 (formerly NJPA)	Street	Crosswind 1 Regenerative Air Street Sweeper with Single Engine	1231	#939	\$296,000.00	\$314,404.16
Sourcewell Contract # 012418-TER (formerly NJPA)	Electric	Terex Hi-Ranger TL60 Articulating Telescoping Aerial Device (providing a working height of 65.1 ft)	1255	#827	\$331,000.00	\$338,246.00
Sourcewell Contract # 012418-TER (formerly NJPA)	Electric	Terex Commander 6060 Model Hydraulic Rotating Digger Derrick with a Turntable Winch	1254	#600	\$354,000.00	\$398,936.00

Total Amounts	\$1,093,000.00	\$1,177,514.14
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The actual cost of the four (4) vehicles exceeds the budgeted amount by \$84,514.14, which is due to inflation (6.2%) and supply chain shortages and increased manufacturing and fuel costs. The replacement costs are managed through the equipment fund and each department pays their necessary share of “rents” to cover the cost of equipment replacement.

The difference in cost will be offset by cost savings on other vehicle purchases and/or postponing the replacement of vehicles and/or equipment that can be replaced in the next biennium budget.

STAFF RECOMMENDATION

Staff recommends the City Council, acting as the Local Contract Review Board, approve the purchase of these new vehicles from Sourcewell cooperative contracts as outlined in the table above.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve the award of individual public contracts for the purchase of each of the new vehicles from Sourcewell cooperative contracts as outlined in the table above.

ATTACHMENTS AND REFERENCE

1. T870 T4 Bobcat Compact Track Loader (and attachments), Quotes #AMS-02886, #AMS 02887, #AMS-02955, #AMS-02954 – Sourcewell Contract #040319-CEC
2. Crosswind 1 Regenerative Air Street Sweeper with Single Engine, Quote #2021-41670 – Sourcewell Contract #122017-FSC-1
3. Terex Hi-Ranger TL60 Articulating Telescoping Aerial Device, Quotes #QU14215, #QU16811 – Sourcewell Contract #012418-TER
4. Terex Commander 6060 Model Hydraulic Rotating Digger Derrick, Quotes #QU14266, #QU16852 – Sourcewell Contract #012418-TER



Bobcat

Product Quotation

Quotation Number: AMS-02886

Date: 2021-10-25 09:34:45

Customer Name/Address:

Bobcat Delivering Dealer

ORDERS TO BE PLACED WITH:
Contract Holder/Manufacturer

CITY OF ASHLAND
Attn: WES HOADLEY
90 N MOUNTAIN AVE
ASHLAND, OR 97520
Phone: (541) 488-5313

Chris Graves
Bobcat of Medford, Central Point,
OR
6731 CRATER LAKE HWY
CENTRAL POINT OR 97502
Phone: (541) 830-3966
Fax: 541-830-5966

Clark Equipment Company
dba Bobcat Company
250 E Beaton Dr
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T870 T4 Bobcat Compact Track Loader	M0293	1	\$67,919.04	\$67,919.04
100 HP Turbo Tier 4 Diesel Engine	Lift Path: Vertical			
2-Speed Travel	Lights, Front & Rear			
Air Intake Heater (Automatically Activated)	Operator Cab			
Auxiliary Hydraulics: Variable Flow	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar and 3-Point Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Backup Alarm	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Power Bob-Tach Attachment Mounting	Torsion Suspension with 5 Rollers			
Bobcat Interlock Control System (BICS)	Tracks: Rubber, 17.7" wide			
Controls: Bobcat Standard Controls with Power Assist	Warranty: 2 years, or 2000 hours whichever occurs first			
Enclosed Cab with Air Conditioning & Heat				
Engine/Hydraulic Systems Shutdown				
Horn				
Instrumentation: Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights				
Lift Arm Support				
Premier Package	M0293-P10-C21	1	\$5,084.64	\$5,084.64
Enclosed Cab with AC/Heat	7-Pin Attachment Control Kit			
Sound Reduction	High Flow			
Cab Accessories Package	2-Speed			
Deluxe Instrument Panel with Keyless Start	Hydraulic Bucket Positioning			
Radio	Automatic Ride Control			
Heated Cloth Air Ride Suspension Seat	Reversing Fan			
Power Bob-Tach				
Selectable Joystick Controls (SJC)	M0293-R01-C04	1	\$680.40	\$680.40
	Total for this Machine			\$73,684.08
Description	Part No	Qty	Price Ea.	Total
86" Severe Duty Bucket	7326128	1	\$1,380.92	\$1,380.92
--- Bolt-On Cutting Edge, 86"	7296449	1	\$299.14	\$299.14
	Total for these items			\$1,680.06
Total of Items Quoted				\$75,364.14
Dealer P.D.I.				\$300.00
Freight Charges				\$1,633.00
Dealer Assembly Charges				\$57.95
Other Charges: Material and Logistics				\$1,279.00
Quote Total - US dollars				\$78,634.09



Bobcat

Product Quotation

Quotation Number: AMS-02955

Date: 2021-10-27 10:03:45

Customer Name/Address:

Bobcat Delivering Dealer

**ORDERS TO BE PLACED WITH:
Contract Holder/Manufacturer**

CITY OF ASHLAND
Attn: WES HOADLEY
90 N MOUNTAIN AVE
ASHLAND, OR 97520
Phone: (541) 488-5313

Chris Graves
Bobcat of Medford, Central Point,
OR
6731 CRATER LAKE HWY
CENTRAL POINT OR 97502
Phone: (541) 830-3966
Fax: 541-830-5966

Clark Equipment Company
dba Bobcat Company
250 E Beaton Dr
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
SAS 200 Soil and Asphalt Spreader	7396290	1	\$8,930.00	\$8,930.00
--- Kit Side Wing Option	7403712	1	\$433.20	\$433.20
--- Kit Control Panel	7415330	1	\$425.60	\$425.60
Total of Items Quoted				\$9,788.80
Dealer P.D.I.				\$0.00
Freight Charges				\$378.00
Dealer Assembly Charges				\$0.00
Other Charges: Material and Logistics				\$0.00
Quote Total - US dollars				\$10,166.80

**Prices per the Sourcewell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB 90 N. Mountain Ave Ashland, OR 97520 – Prepay and Add to Quote*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



Bobcat

Product Quotation

Quotation Number: AMS-02954

Date: 2021-10-27 10:00:03

Customer Name/Address:

Bobcat Delivering Dealer

**ORDERS TO BE PLACED WITH:
Contract Holder/Manufacturer**

CITY OF ASHLAND
Attn: WES HOADLEY
90 N MOUNTAIN AVE
ASHLAND, OR 97520
Phone: (541) 488-5313

Chris Graves
Bobcat of Medford, Central Point,
OR
6731 CRATER LAKE HWY
CENTRAL POINT OR 97502
Phone: (541) 830-3966
Fax: 541-830-5966

Clark Equipment Company
dba Bobcat Company
250 E Beaton Dr
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
80" Brushcat (HF)	7233092	1	\$6,495.72	\$6,495.72
Total of Items Quoted				\$6,495.72
Dealer P.D.I.				\$50.00
Freight Charges				\$302.00
Dealer Assembly Charges				\$0.00
Other Charges: Material and Logistics				\$114.00
Quote Total - US dollars				\$6,961.72

**Prices per the Sourcewell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB 90 N. Mountain Ave Ashland, OR 97520 – Prepay and Add to Quote*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



Bobcat

Product Quotation

Quotation Number: AMS-02887

Date: 2021-10-25 09:37:35

Customer Name/Address:

Bobcat Delivering Dealer

**ORDERS TO BE PLACED WITH:
Contract Holder/Manufacturer**

CITY OF ASHLAND
Attn: WES HOADLEY
90 N MOUNTAIN AVE
ASHLAND, OR 97520
Phone: (541) 488-5313

Chris Graves
Bobcat of Medford, Central Point,
OR
6731 CRATER LAKE HWY
CENTRAL POINT OR 97502
Phone: (541) 830-3966
Fax: 541-830-5966

Clark Equipment Company
dba Bobcat Company
250 E Beaton Dr
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
Grader, 108"	7182060	1	\$13,663.28	\$13,663.28
96" Dozer Blade, 6-Way	7105781	1	\$5,655.92	\$5,655.92
80" Vibratory Roller W/Smooth Drum	7165400	1	\$8,802.32	\$8,802.32
Total of Items Quoted				\$28,121.52
Dealer P.D.I.				\$200.00
Freight Charges				\$1,178.00
Dealer Assembly Charges				\$173.85
Other Charges: Material and Logistics				\$492.00
Quote Total - US dollars				\$30,165.37

**Prices per the Sourcewell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB 90 N. Mountain Ave Ashland, OR 97520 – Prepay and Add to Quote*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



Presents a Proposal Summary

of the



Crosswind 1

Crosswind 1 Regenerative Air Street Sweeper with Single Engine

for

City of Ashland
90 N. Mountain Avenue
Ashland, OR 97520

Dan Nelson
Tel:

PRODUCT DESCRIPTION

- Equipped with Memory Sweep;8.0 cu. Yd. Hopper, right and left sidebrooms,sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Alternator, 95 amp
- Backup Alarm, electric
- Blower, 20,000 CFM rating with linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual
- Broom Measurement Ruler
- Console, w/rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easyservice and maintenance on auxiliary engine,hydraulic and electrical system
- Electronic Throttle, sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed andlocked/unlocked with external controls.
- Hose, hydrant fill, 16' 8" with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Lights, rear clearance and rear identification
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suction side
- Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Trans Oil Cooler
- Water tank, molded polyethylene, 240 gallons (907L)
- Water pre-filter, hydrant fill hose
- AM/FM/CD Radio
- Left Hand Fender Mirror
- Right And Left Hand Heated And Remote Controlled Mirrors
- Standard Electric Horns
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual

ADDITIONAL FEATURES

- LED Stop/Tail/Turn
- PM-10 Complaint
- Memory Sweep
- Variable Speed - Dual Sidebrooms
- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- QuietPak Sound Supression
- Lifeliner Hopper System
- Right Hand Inspection Door with Step and Handle
- Left Hand Inspection Door with Step and Handle
- 6" Hopper Drain
- Front Spray Bar

- Vacuum Enhancer In-cab control with display
- Hopper Deluge
- Dual Sidebroom Scrubbing Position
- Air Purge For Water System
- Hydraulic Oil Level Gauge W/Thermometer on Tank
- Broom Hours with In-Cab Display
- Auxiliary Hydraulic Pump
- Midwest Autolube Sweeper Only
- Rear LED Beacon / LED Arrowboard
- (2) Rear Bumper Mounted Strobes
- Dual LED Sidebroom and Rear LED Flood Lights
- Individual Switches For Dual Sidebroom & Rear Flood Lts-Led Sweep in Reverse

Factory List Price:	\$324,128.00
Sourcewell Discount Contract #12207-FSC-1:	-\$9,723.84
Final Sales Price:	\$314,404.16

Price valid for 60 Days from date of 11/05/2021

Product Model: CROSSWIND 1

Product Model: CROSSWIND 1

Proposal Date: 11/05/2021

Quote Number: 2021-41670

Price List Date: 11/05/2021

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



Elgin Sweeper Company

Air, Mechanical, Specialty, Waterless Street Sweepers

#122017-FSC-1

Maturity Date: 02/20/2022

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 122017-FSC gives access to the following types of goods and services:

- Air sweepers
- Mechanical sweepers
- Specialty street sweepers
- Waterless dust control street sweepers
- Alternate fuel street sweepers
- Industrial application sweepers

Federal Signal #122017-FSC

Pricing for contract #122017-FSC offers Sourcewell participating agencies the following discounts:

- Elgin - 3% Discount from list price
- Vactor - 3% Discount from list price
- Additional discounting may be considered for volume purchases or unique situations handled on a case-by-case basis

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by **ORS 193.010 and 193.020**; published at **Portland** in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

#122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED A National Joint Powers Alliance« (Njpa); Bid Location Portland, OR, Multnomah County; Due 12/21/2017 at 08:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/17/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 17th DAY OF **November**, 2017

Michelle Ropp

Notary Public-State of Oregon



NATIONAL JOINT POWERS ALLIANCE® (NJPA) SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

Proposals due 2:00 pm,
October 2, 2017

REQUEST FOR PROPOSAL #122017

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal, government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.
Published Nov. 17, 2017. 11442910

Carol Jackson
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11442910
Client Reference No:

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Federal Signal Corp. (Elgin sweeper Co. and Vactor Manufacturing)

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature: *D. Raji* Date: Dec. 15, 2017

NJPA's clarification on exceptions listed above:

Review and Approved: *[Signature]* 2/6/18
NJPA Legal Department

Contract Award
RFP#122017

FORM D



Formal Offering of Proposal

(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES :

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Federal Signal Corp. Date: December 15, 2017

Company Address: 1415 West 22nd Street

City: Oakbrook State: IL Zip: 60523

CAGE Code/Duns & Bradstreet Number: 045256666 Elgin # 005212303
Vactor # 095793170

Contact Person: David Panizzi Title: Business Development Manager

Authorized Signature: David Panizzi  (Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

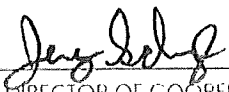
NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

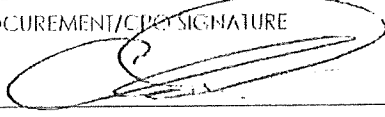
The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CURT SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager



VENDOR AUTHORIZED SIGNATURE

David Panizzi

(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swear that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: FEDERAL SIGNAL CORP - ELGIN SWEEPER COMPANY/VACTOR MANUFACTURING

Address: 1415 West 22nd St.

City/State/Zip: Oakbrook, IL 60523

Telephone Number: 630-954-2000

E-mail Address: dpanizzi@federalsignal.com

Authorized Signature: *David Panizzi*

Authorized Name (printed): David Panizzi

Title: Business Development Manager

Date: Dec. 15, 2017

Notarized



Subscribed and sworn to before me this 15TH day of DECEMBER, 2017

Notary Public in and for the County of KANE State of IL

My commission expires: 7/20/18

Signature: *Beverly A Thies*



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Federal Signal Corp (Elgin and Vactor) _____

Questionnaire completed by: _____ David Panizzi _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
Payment terms are determined between the ESG dealer and the NJPA member. General terms between dealer and the ESG are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Available leasing or financing programs are determined between the ESG Dealer and NJPA member. We do sponsor third party full service lease and turnkey maintenance program for our dealer. We have also worked with National Cooperative Leasing (NCL), an NJPA contract holding vendor, to provide information on leasing and financing solutions through our dealer network.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

NJPA member submits a Purchase Order to the ESG Dealer with payment made by the NJPA member to the ESG Dealer. ESG dealer will facilitate and process all product orders and invoicing. Elgin and Vactor equipment is exclusively provided by contracted dealers. If required, a detailed listing of dealers can be provided.

Our dealers report NJPA sales through their local Regional Sales Manager (RSM) who, in-turn, provide quarterly updates to internal Sales management. We are working to implement an enhanced process designed to gather all pertinent reporting information (Entity name, location, contact and transaction price) at the time of order. Manual reporting will be required for existing dealer stock inventory that is sold to NJPA members.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Standard Warranty is for 12 months on the complete unit but certain components have longer standard warranties (i.e. aux engines). These are identified in our standard limited warranty statement. The Statement also defines start date, applications, etc. Units are registered for warranty using our on-line

warranty system. Warranty repairs are performed by our contracted and certified dealers. Claims are filed by the ESG Service provider/dealer within the system as well. Additionally, the ESG service parts and warranty guide is published on the ESG Dealer website and contains claim submissions standards and guidelines for conducting warranty repairs. Generally, qualifying warranty claims for parts and labor are covered. Extended warranties are available for additional charge.

- Do your warranties cover all products, parts, and labor?
All Standard Warranty include material and labor to either repair or replace our option.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Standard Limited Warranty is based on in service days only. There is no restriction on hours.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
ESG dealers are compensated for travel time up to 3 hours round trip, per reasonably required trip.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
ESG Dealer network covers the entire U.S. and Canada. NJPA members can arrange with ESG dealer in their respective area to receive warranty work.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Warranties for items made by other manufactures are covered by the original equipment manufacture. We can and have intervened on behalf of our dealers and end-user customers to get the required OEM support (i.e. chassis or engine manufacturers).
- What are your proposed exchange and return programs and policies?
A product return or exchange is extremely rare. If circumstances merit that a product be returned or exchanged due to performance or other situation, we will review and handle on a case by case basis. If this ultimately means a return or exchange then we, along with our dealer, will work to facilitate the return or exchange with the goal of complete customer satisfaction and to be life-long repeat customers.

Regarding product trade-in or buybacks - Our dealers do provide product trade-in or buy-back amounts for many of our products. This is at our dealer discretion and can be discussed during the proposal/quoting process.

- 6) Describe any service contract options for the items included in your proposal.
Service contracts are not offered at the manufacture level. Most ESG dealerships do offer service contract options. This could be as simple as a maintenance agreement with the end user to a full-service parts, maintenance and exchange program. these programs vary by dealers.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Elgin Street Sweepers including mechanical, pure vacuum and regenerative air sweepers. Vactor Combination Sewer Cleaners, Stand-alone Catch-basin Cleaners and Jetters, and Hydro Excavation Machines.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Elgin will use Excel Spreadsheets for each street sweeper model. Vactor will use pdf files for each product category including combination sewer cleaners, jetters and the various hydro-excavation

products. The price sheets/files will list top-level models with line item pricing for all available option content. The price sheets do contain a great deal of information but are separated by model or product category to help the NJPA members understand.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

NJPA Members enjoy a 3% discount from list price. The Elgin price sheets provided will show line-item pricing and calculate and apply the 3% NJPA discount. The Vactor pdf pricing files will have the 3% discount already calculated and applied to each line item. This will represent the ceiling based price. Additional discounting may be considered for volume purchases or unique situations. This is handled on a case-by-case basis

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity or Volume discounts may be considered but this would be on a case-by-case basis.

- 12) Propose a method of facilitating "sourced" products or related services which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Elgin and Vactor offer "special" option capability which allows engineering to research and design unique product features. These "specials" will be priced using our specials process (to determine a list price) and discounted at the 3% level (minimum).

The "sourced" product would be stock chassis or special chassis options to which the 3% discount would not apply. Our stock (Elgin or Vactor spec) chassis are considered a "pass-through" cost item. This means we do not look to profit from required "sourced product" and therefore look to only recoup our costs. That's why no discount would apply to the "sourced" product.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Any Dealer costs for dealer installed items including local freight and PDI are not included in our pricing submittal. Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member. Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, special or additional training, recommended spare parts, etc.

These additional costs would only be imposed by our authorized dealers.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member.

Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, specialized or additional training, recommended spare parts, etc.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

ESG has Dealers in Alaska, Hawaii and Canada (and through out the world). Elgin and Vactor works with the ESG dealer to deliver the unit to their specified location and the ESG dealer would deliver the unit to the NJPA customer. We currently have products operating in Alaska, Hawaii and Canada. Delivery to these locations are standard practices that may include packaging for water/sea freight.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

ESG delivers the piece of equipment to the ESG Dealer who works with the NJPA member on delivery method. Because of the size of our products unique or varied delivery options may not be available or work logistically.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Dealers are required to indicate an NJPA member purchase on their purchase order to us. Dealers are required to report customer information including Name, Contact information, and transaction price. ESG Director of Dealer Sales tracks and reports on all NJPA contract sales on a Quarterly basis. The only exception to this are for units that are existing dealer inventory (dealer stock) that are sold after the transaction between us and our dealer has transpired. The sales are more difficult to track and have delayed reporting in the past. We will be tasking our Regional Sales Managers with gathering and reporting this information in a timely manner.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We proposed to pay a 0.5% administrative fee to the NJPA for contract administration, facilitation and promotion. This fee would be calculated on the dealer-to-NJPA member transaction price less the price of the required chassis. This fee is consistent with our previous NJPA contract and will not be included as part of the pricing to NJPA members.

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.

We offer the most comprehensive product line in both the street sweeper and sewer cleaning industry.

We have various models of sweepers that use mechanical, regenerative air and pure vacuum sweeping technologies. We focus on what is best for a specific user's application and do not push one technology over another. We offer alternative fueled vehicles as well as waterless dust suppression that not all competitors can match. Again, this allows us to cater to the specific customer's needs rather than using a generic model and trying to "option" it to fit.

With sewer cleaners we offer various sizes from tow-behind trailer units to full size units with extra axels for appropriate weight distribution and bridge law. We offer air movement (vacuum) options from Fan to Positive Displacement (PD blower) units. We have recently introduced options that provide for extra production efficiencies and convenience including water recycling and new control packages.

Our dealer distribution is simply the best - with the greatest geographical coverage for North America virtually no customer will go unserved. All areas of the US and Canada have an assigned dealer. Plus, we have products that meet the full scope of this RFP category.

20) Identify how your products, services and supplies address the scope of this RFP.

The Vactor and Elgin product lines address all aspects of the Scope of this RFP. We are offering multiple models of **Sewer Vacuuming, Hydro Excavation and Street Sweeper Equipment**. We offer varied sizes with an exceptional amount of option availability to customize product to specific member needs. Our companies have a long history of leading our industries and we possess a strong reputation within those industries. Our business is financial strong and we have proven over the years to be an excellent business partner.

Signature: D. P. J. Date: Dec. 15, 2017



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

(Revision 3)

Date: 11/5/2021

Sourcewell 2022 Contract Number: 012418-TER (Ref. Quote #QU14215 - TL60)

Quote Number: QU16811 Unit: TL60

ASHLAND MUNI. ELECT. UTILITY
90 NORTH MOUNTAIN AVENUE
ASHLAND, OR 97520
(541) 552-2355
Attention: WES HOADLEY

U,B&I Baseline Price (Ref. QU14215): \$130,536
Chassis Baseline Price (Ref. QU14215): \$75,268

U,B&I Open Market Items (QU16811): \$96,707
Chassis Open Market Items (QU16811): \$35,735

Grand Total Each: \$338,246

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: CPT Destination
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360 +

*Same as
FOB Ashland, OR
per Michael J. Elden*

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Steve Fedt
Sales Coordinator

Mike Tilden
Account Manager

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

⚠WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov.

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

11/05/2021

Quote Number: QU16811-17

ASHLAND MUNI. ELECT. UTILITY
90 NORTH MOUNTAIN AVENUE
ASHLAND, OR 97520
Attention: WES HOADLEY

Phone: (541)552-2355

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger TL60 Articulating / Telescoping Aerial Device providing a working height of 65.1 ft (19.8 m).
Unit will be mounted behind the cab.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Turntable and Lower Boom Assembly:

Lower Boom:

- * Filament wound high strength fiberglass insert providing an insulation gap.
- * The lower boom articulation is from 0 to 93 degrees.

Lower Controls:

* Individual control levers are located in an accessible location on the turntable.

Rotation:

* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Hydraulic System:

- * Full pressure open center hydraulic system.
- * Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, boom inserts, platforms and covers are white.
- * Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
- * Warning decals provided with unit.

** ALTERED FROM STANDARD **

- 1 64-Inch Tall Pedestal - No Tank:

Qty. Description

- * The pedestal is designed with access holes for maintenance of hydraulic -- plumbing.
- * Terex PN: 0496975.

- 1 Boom Tip with 4 Function Controls, Platform Rotator and 1000 lb. removable top mounted cobra style jib that does not rotate with platform.

Upper Controls: "Control-Plus" single stick controller.

- * Enable lever must be actuated before operation.

The end mount platform rotator offering 180 degrees of hydraulic rotation.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Upper Boom:

- * Filament wound high strength fiberglass boom providing an insulation gap.

Top mount, Removable 1000 lb. Jib/Winch

- * Levels with platform.
- * Hydraulic articulation from -20 to 70 degrees.
- * 51" load radius from the platform shaft.
- * Manual extension 17".
- * Maximum jib capacity of 1000 lb.
- * Includes up to 75' of 3/8" winch rope and hook.
- * Low profile stowed position of 16" and the boom can still utilize its full range of motion down to -40 degrees.
- * Poppet valve protection of fiberglass boom. Stops boom operation if jib contacts fiberglass boom
- * King post attached to jib. Low profile socket when jib removed to minimize interference and overall height.

- 1 Platform capacity rated up to 600-lbs.

- 1 Platform, End Mount, 24 x 48 x 42:
* Includes one outside access step with slip-resistant surface.

- 1 Two safety harnesses with lanyard is provided for fall arrest.

- 1 A padded saddle rest provides platform support during road travel.

- 1 Insulated Platform Liner For 24" x 48" x 42" Platform:
* Tested at 50 KV AC.

- 1 Vinyl Platform Cover For 24" x 48" Platform:
* Waterproof with internal elastic cord around edge.

- 1 Engine Throttle Control:
* A two speed engine throttle control is provided at the upper controls.
* The engine will advance to a pre-set speed when engaged and decrease to idle when

Qty. Description

disengaged.

- 1 TOOLS, DUAL
- 1 Auxiliary Power:
 - * Allows the operation of any function for a time period limited by battery life.
 - * Includes 12 volt electric motor for use on a 12 volt chassis.
 - Note: This includes a switch for activation at pedestal for electric or air function.
- 1 Continuous And Unrestricted Rotation:
 - * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
 - * A 4 channel electric collector ring is provided as standard.
- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Back-up Camera ready.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended on Class 6 and above chassis with multiple outputs
 - * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- 1 Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)
- 1 Underslung Modified A-Frame Outriggers with swivel type stabilizer pads, lowered 6". (8352)
- 1 Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets (Open center systems):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
- 1 Subframe for 120" CA chassis.
 - * Subframe constructed with a 8.5' possum belly length
 - * Subframe is 197.00" long
 - * Constructed with 6" x 6" x 3/8" wall square tubing with 5/16" thick steel plate.
- 1 Tie down kit.
- 1 A boom rest with a automatic latch is provided.
- 1 Mini-Check Couplers:
 - * Equipped with 11 test ports to facilitate hydraulic system pressure checks.
 - * Used in conjunction with hydraulic test kit.
- 1 Lower Boom Material Handling Lift Eye:

Qty. Description

* Maximum capacity of 1000 lbs.

1 Adjustable flow divider for auxiliary tool outlets below rotation.

**** ALTERED FROM STANDARD ****

1 External Hydraulic Oil Reservoir:

* 50-Gallon Hydraulic Oil Reservoir provided with a 60-Mesh Filler Screen

-- baffles gauge. 100-Mesh Suction Screen with Bypass Clean-out Access Hole

-- and Dip Stick.

* Includes Shut-off Valve (#616753).

* Sight Gauge With Thermometer:

-- Mounted within an aluminum body to protect sight tube.

-- Thermometer has a range of 0-300 degrees Fahrenheit.

* Terex PN: X088.

**** ALTERED FROM STANDARD ****

1 Tandem Vane Hydraulic Pump (Required Approximate 120% PTO):

* High efficiency 3000-PSI rated Hydraulic Pump providing 40-Gallons per

-- Minute Combined Flow.

* CW Pump - Terex PN: 422932.

* Pump Kit - Terex PN: 431415.

1 American flag displayed on unit.

1 Factory Warranty

**** ALTERED FROM STANDARD ****

1

BODY, INSTALLATION

**** BODY INFORMATION ****

1 Dakota Bodies Steel Line Body and Accessories:

* As per the attached Body Specifications.

1 Install Aerial Device Behind Cab And Install All Associated Components:

* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

* Reference Customer Specifications and Drawings for Accessory Mounting

-- Locations.

1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 Platform rest, bottom base

Qty. Description

- 1 Chassis Spring Additions:
 - * Build up left rear chassis springs to level vehicle.
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 Sauber 18" x 18" aluminum outrigger pads.
 - * Includes outrigger pad storage.
- 4 Pendulum style retainer.
- 4 Install Body Vendor Supplied Outrigger Pad Holder(s):
- 4 Rubber wheel chocks with handle.
- 4 Pendulum style retainer.
- 1 Igloo 5 gallon plastic water cask.
- 1 Mounting bracket for water cask for exterior mounting.
- 1 Jack leg mounting bracket for water cask cooler.
(Note: Must have water cask mounting bracket)
- 1 Wilton #675 - 5" vise.
- 1 Vise bracket that fits vertical in a pocket, removable.
- 1 Cone holder bracket, fold down type with base.
- 1 Wire coil storage bracket.
- 1 Payout reel for wire & cable.
 - * Model AS-50 E-Z Product
 - * Adjustable center from 15" to 20" Inside diameter
 - * Width adjustment from 7" to 10"
 - * 32" Outside diameter
- * For use as Wire/Rope Reel on C-1 Vertical Compartment Top.
- 1 Grab handles as necessary for 3-point contact.
- 3 Install Body Vendor Supplied Step(s):

Qty. Description

- 1 Access steps to platform from top of body or flatbed floor.
- 2 Mud flap with no logo 36" tall.
Note: Trim As-Required.
- 1 Under body mounting kit for a pair of mud flaps.
- 1 Spindle bar rack kit.
Note: Does not include spindle bar and collars.
- 1 Spindle bar with collars
* This includes spindle bar up to 2 1/2" and up to 57" long.
* Includes 2 collars
Note: Customer must specify shaft diameter, reel weight, reel diameter and reel width
- 1 Buyers Products B40, D-ring tie down rated for 6000# safe working.

* Locate on Curbside Front Outrigger.
* See Reinforcement below.
- 1 Reinforcement for Front Curbside Outrigger D-Ring:
* Terex PN: TBD.
- 1 Pull-Out D-Ring(s):
* Reinforce as necessary.
* Terex PN: 65378228.
- 1 Half Cab guard constructed of tubing and heavy duty expanded metal.
Consists of cab guard mounted on boom rest.
- 1 Boom rest.
- 1 H-frame Style Boom Rest for Aerial:
* For use on A-frame Outriggers - 36-Inches Wide.
* Terex PN: 0099002.
- 1 Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 1 Peterson Clearance Light Kit with 2.50" Amber, LED.
- 1 110 volt outlet with GFI.

Qty. Description

- 1 Power Cord Reel:
 - * Woodhead Aero-Motive Model #435D - NEMA Rated for Outdoor Use.
 - * 50-ft of 12-3 Wire.
 - * Wired to Inverter using Ground Fault Circuit Interrupter Circuit.
 - * Reference Customer Specifications for details.
 - * Terex PN: 65333532.

- .
 - (1) NEMA Rated GFI Protected Duplex Outlet / Housing & Cover:
 - * Terex PN: TBD.

- 1 Dimensions 2400N inverter, 2400W continuous, 120VAC, Up to 20A.

- 2 Inverter Spacer Tube

- 2 Top post battery, heavy duty, group 31.

- 1 Battery relocation on chassis.

- 1 Sure Power 160-Amp Battery Isolator:
 - * Model #16023A.
 - * Terex PN: 0092728.

- 1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
 - *Wired into On/Off switch in cab.

- 1 Whelen LED 3.5" White Flash Light. (Pair)
 - *3 LED Clusters, 10 flash pattern.

- 2 Cab guard strobe mounting.

- 2 Unity LED Cab Door Post Mounted Spotlight(s):
 - * Model #335PL - 6-Inch - Chrome Finish.
 - * Terex PN: 65373511.

- 2 NightRay LR Wireless Remote Controlled LED Spotlight System(s):
 - * Model #NR4S-1L030-WS / 12-VDC / 215K Candle Power LED.
 - * (1) Wireless Controller.
 - * Terex PN: 65378424.

- 2 Branch Guard(s) for NightRay Spotlight(s):
 - * Heavy Wire Cage Type.
 - * Terex PN: TBD.

- 1 Glad Hand Kit
 - *Requires tractor protection valve and air lines to the rear.

Qty. Description

- 2 Remote engine stop/start OR two speed control from rear of vehicle.
 - * Stop/Start and Two-Speed.
 - * Locate at Front Bumper Winch.

- 2 Remote engine stop/start And two speed control from rear of vehicle.
 - * Locate (1) on each side of Tailshelf Lightbar.

- 1 15 ton pintle hook:
 - * Safety chain eyes.
 - "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

- 1 ICC rear bumper.

- 2 Recovery tow eye, 29,000#.

- 1 6-prong trailer socket.

- 1 7-prong trailer socket.
 - NOTE: Stop & turn signal lights on combined circuit.

- 1 Heat shields, as required to protect hydraulic system from exhaust.

- 1 Oil tank mounting for external reservoirs.

- 60 Fill with Hydraulic oil for general purpose use.
 - * Refer to the product maintenance manual for specific type to be used.

- 1 Safety Kit consists of the following:
 - * 5-lb ABC fire extinguisher with bracket.
 - * James King triangle reflector kit.

- 1 Canvas Manual Pouch:
 - * Storage of Terex Operator and Parts Manuals.
 - * Terex PN: 0095265.

- 2 Level indicator, Rieker inclinometer, +/- 5 Degrees.

- 1 Winch control installed at front bumper and in-cab.
 - * Customer to confirm Capstan Control Requirements -
 - Specifications do not provide enough information.

- 1 Combination Horizontal Folding Storage Bracket:

Qty. Description

- * Includes Take-Up Reel & Capstan Head Storage.
- * Terex PN: TBD.

- 1 Braden Hydraulic Capstan Front Bumper Package:
 - * 3000-LB Curbside Mounted Hydraulic Capstan.
 - * Center and Streetside Storage Compartments.
 - * Terex PN: 65337653.

- 1 Paint front winch one color.

- 1 Paint cab guard one color.
 - * Note: specify color

- 1 Undercoat body.

- 176 Spray-on Polyurethane Bed Liner:
 - *Superior impact and compression resistance.
 - *Excellent abrasion and chemical resistance.

 - * Add Grit for Non-Skid on all Walking Surfaces:
 - Body Floor / Compartment Tops & Top of Cab Guard.

CHASSIS

**** CHASSIS INFORMATION ****

- 1 Peterbilt Model 548 4x4 Regular Cab Chassis:
 - * As per the attached Chassis Specifications.

SPECIAL CHARGES

- 1 Delivery to Customer.

- 1 First Article Inspection, Digital

**** ADDITIONAL INFORMATION ****

- * Video.

**** ALTERED FROM STANDARD ****

- 1 .

Qty. Description

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

Quotation Number Q44170

To:	Terex Utilities	Date:	9/1/2021
Attn:	Steve Fedt		
Customer:	Ashland Municipal Electric		
Spec Number:	QU16811	Inside Sales:	Tyler Giang
State:	Oregon	Outside Sales:	Jerry Eckel
Engine Type:	Diesel	Reference:	
Crane/Unit Model:	TL60	Same As:	
Chassis:	Peterbilt		
Axle Configuration:	DRW (4x4)		

Dakota Bodies LLC.	Steel	Line	Body
Terex	Build Standards		

170 Inches Long x 46 Inches High x 94 Inches Wide
 Chassis Cab to Axle (CA) of 120 Inches

- Bodies with one set of Jack legs to have lifting eye and body shipping stands
- 16 gauge front bulkhead - Ship loose (unless specified)
- Wheel chock holders are to be installed 1/2" forward and 1/2" rearward of cutout
- All bulkheads to have pin access cutout/ cover when A-frame Jack is ahead or behind bulkhead, x-frame Jacks will not get pin access cutout/ cover

Body Dimensions:

170	Inches - Body Length
46	Inches - Body Height
94	Inches - Body Width
120	Inches - Chassis C/A
46	Inches - Compartment Height
18	Inches - Compartment Depth
58	Inches - Load Space Width
26	Inches - Top of Body to Top of Floor Dimension
24	Inches - Horizontal Compartment Height

Body Materials:

16 ga Galvanneal	- Main Body Material	
12 ga. 4-way Treadplate	- Compartment Tops Material	
14 ga Galvanneal	- Wheel Panels Material	
14 ga Galvanneal	- Front Bulkhead Material	Bolt-in
18 ga Galvanized	- Shelving Material	
Adjustable on Unistrut	- Shelving Mounting Style	
	OPTIONS	
No	- Front Rock Guards Material	
No	- Wheel Well Liners Material	
No	- Bed Area Wall Liners Material	

Other Body Details:

- Streetside Compartment Top to be 14 gauge Galvanneal due to top mounted box

Door Materials:

Standard, Double Panel	- Door Type	
18 ga Galvanneal	- Inner Door Material	
18 ga Galvanneal	- Outer Door Material	
Stainless Steel Rod & Socket	- Door Hinge Style	
5/16" Stainless Steel	- Door Rod Material	
Spring Loaded	- Vertical Door Holder Option	
Chain	- Horizontal Door Holder Option	
Single Point Rotary (Stainless Steel)	- Latch Type	
	Keyed Alike	- Lock Type
	- Wrap Around Striker with Rounded Corners	

Other Door Details:

Floor and Undersstructure:

- 12 ga (.109) 4-Way Treadplate - Bed Area Floor Material
- TL60 - Unit Cutout In Floor
- Stringer - Body Frame Style
- Structural - Body Frame Material
- 3 Inch - Body Frame Height
- Boom rest plate installed in frame
- Basket rest plate installed at rear of cargo area
- Treadplate floor fillers for front of cargo area and tailshell - Shipped Loose

TL60 4x2 Subframe

Dakota Bodies Welded and Wet Painted Black Subframe Assembly

- For use with TL60 installed on 4 X 2 Chassis
- Body will be installed on Subframe prior to Shipment with the following:
 - Qty. 4 HBOLT 5/8"-11 x 2.5" GR5 ZP (#15313)
 - Qty. 4 USS Flat Washer 5/8" x 1.75" ZP (#33016)
 - Qty. 4 NUT, Nylon Lock, 5/8"-11" ZP (#37188)
- Terex Supplied Parts:
 - Qty. 1 Subframe Weldment (#1000138) Weld On / Installed
 - Qty. 1 Socket / Wrapper (#495429) Weld On / Installed
 - Qty. 1 Front Plate (#429240) Weld On / Installed
 - Qty. 2 Shear / Tie Down Plates (#495430) Weld On / Installed
 - Qty. 1 A-Frame Front Jack (#471654) Weld On / Installed
 - Qty. 1 Under Slung Rear Jack (#430195) Weld On / Installed
 - Qty. 2 Vertical Bolt Subframe Tie Down Brackets (#496673) Weld On / Installed
- Dakota Bodies Supplied Parts:
 - Qty. 2 Front Body Mount Angles (#361511H) Weld On / Installed
 - Qty. 1 Grounding Angle (Weld On / Installed)
 - Qty. 2 Rear Body Tie Down Brackets (#361521H) Weld On / Installed
 - Qty. 1 Round Hose Pass Cut into Subframe
 - Qty. 1 Subframe Extension with Lightbar Relief (Weld On / Installed)
 - Qty. 1 Boom Rest Receiver Tube Welded to SS Front Jack
 - Qty. 2 Rear Jack Angle Risers / Extensions (Weld On / Installed)

Possum Belly Storage:

- Possum Belly Storage With Drop Down Door and Slam Latch at rear
- To have a slop/tray 99" Long
- Hose Tunnel Cutout

Accessories:

- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs)
- Automotive Bulb Weathersstripping (PN# 30132) (Installed)

Interior Lighting:

- L.E.D. Rope Lights (PN# 30811) In All body Compartments - Excludes Top Boxes and Tailshell Compartments (Installed)
- Lights installed with Door Switches

Paint:

- Powdercoat Complete, Taffeta White DWS9-20001; PC0020
 - Paint the Complete Bed Area Same as Body
- Rubberized Protective Undercoat
- Subframe and Outriggers Painted Black

Streetside Compartmentation:

1st Vertical Compartment:

- 24" Wide x 46" High x 18" Deep Compartment
- Four (4) Adjustable Shelves
- Divider Slots on 2" Centers, with Eleven (11) Adjustable Dividers

2nd Vertical Compartment:

- 24" Wide x 46" High x 18" Deep Compartment
- Six (6) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-4-1 Hook Set

3rd Vertical Compartment:

- 24" Wide x 46" High x 18" Deep Compartment
- Six (6) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-4-1 Hook Set

Horizontal Compartment:

- 60" Wide x 24" High x 18" Deep Compartment
- (29) adjustable dividers installed on compartment bottom

Rear Vertical Compartment:

- 38" Wide x 46" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutout with Cover In this Compartment

Streetside Hoistick Shell:

- 122 Inch Long Shelf Installed on the Streetside with a Rear Dropdown Access Door
 - Stainless Steel Automotive Rotary Type Door Latch
 - Stud Mounted Latches to Have Hidden Fasteners Inside the Door
 - Striker Installed in Door Frame for Maximum Opening
 - Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weathersripping Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartmentation:**1st Vertical Compartment:**

- 24" Wide x 46" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Three (3) Adjustable Shelves
 - Divider Slots on 2" Centers, with Eleven (11) Adjustable Dividers

2nd Vertical Compartment:

- 24" Wide x 46" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Three (3) Adjustable Shelves
 - Divider Slots on 2" Centers, with Eleven (11) Adjustable Dividers

Curb Side Access 24" Wide

- Hinged Treadplate access steps to bed area with Vented Battery Storage Underneath
 - One (1) Small Stainless Steel slam style paddle latch.
 - Two (2) Gas assist door openers.
- Back to be removable and bolt on with Two (2) vents - One at top and one at bottom centered 12 gauge galvonneal risers and side kickplates.
- Two (2) Vertical grabhandles of the side access of the body - Facing side of body
- One (1) Rigid type access step under the side access steps. (Ship loose)
 - To have a 1/4" x 4" flat added to bottom of step for mounting cable step
- Removable Steel retainer 5" high X full width of bed area access
- Include pins and lanyards

Horizontal Compartment:

- 60" Wide x 24" High x 18" Deep Compartment
- One (1) Adjustable Shelf
 - Divider Slots on 2" Centers, with (29) Adjustable Dividers
- (29) adjustable dividers installed on compartment bottom

Rear Vertical Compartment:

- 38" Wide x 46" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutout with Cover in this Compartment

Tailshelf:

- 12 Ga. treadplate tailshelf 24 inches long X 94 inches wide x 6 inches high.
- 2 Inch receiver and 8" x 8" mounting plate for vise mount on CS of tailshelf
- 3" high fixed retainer rail around perimeter of tail shelf - notch corners for drainage
- Include Valve mounting plates
- Angled Side Skirts To Bottom of body - 12 gauge hot rolled treadplate

Exterior Lighting: NO lights

- 9" High 9-Lamp Located in the Light Bar Rear Lighting in Tailshelf; (Installed)

Wheel Chock Storage:

- Two (2) built into body fender panel on streetside and curbside.
- Include pendulum retainers

Grab Handles: Bolt-on/Installed

- Four (4) Bolt-on pool type grabhandles for installing on top of tailshelf - Two each side.

Access Steps: Bolt-on/Installed

- Two (2) Double Rung Cable type access step under the tailshelf - One each side. (Ship loose)
- Painted Black

Ladder Rack: Bolt-on/Installed on Cargo area box

- 132" Long x 24" High x 8.5" Wide 16 gauge galvanized Open Ended ladder box with rear roller and chain retainer
- Include removable clean out panel at front of box
- Painted same as body

Outrigger Pad Holders: Bolt-on/Installed

- Four (4) Formed under body mounted outrigger pad holders.
- 20" x 20" x 6" with rear washouth slot and NO front lip
- Include pendulum retainers
- Painted Black

Streetside Top Mounted Box: Bolt-on/Installed on Full Length Uni-strut

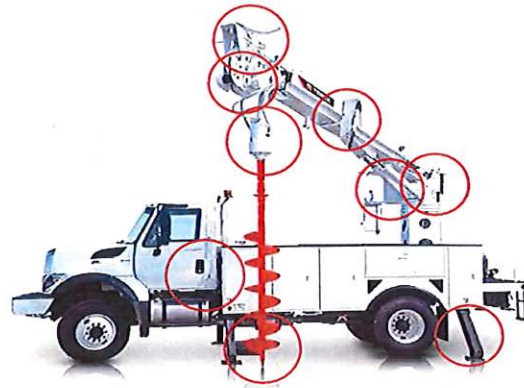
- 170" long X 18" high X 18" wide 16 gauge galvanized box with 12 gauge hot rolled treadplate top with two lift up lids - Lids are NOT to overlap
- Gas assist door openers.
- Lift-up handle installed on front edge of box lid.
- Over center pad lockable latch. Part Number 30763
- Automotive bulb weatherstrip installed around top opening.
- Painted same as body

Cargo Area Box: Bolt-on/Installed on Full Length Uni-strut

- 132" long X 15" high X 8.5" wide 16 gauge galvanized box with 14 gauge Galvanized top with
- Include removable clean out panel at front of box
- one 18 gauge double panel drop down rear access door.
- Stainless Steel automotive rotary type door latches.
 - Stud mounted latches have hidden fasteners inside the door.
 - Striker installed in door frame for maximum opening.
 - Stud mounted automotive style latches have interior plastic latch covers.
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.
- Painted same as body

Material Rail: Bolt-on/Installed on Ladder Box

- 132 inches long 1" schedule 40 pipe with 12 gauge galvanized 6" stand off brackets on each end and Eight (8) sliding material hooks made of 1/2" round stock
- Painted same as body



Fleet Maintenance and Inspection Agreements

Contact us NOW for pricing! 1-210-476-7768

- We cater to your needs through pay-as-you-go, customized service agreements.
- We can cover your entire fleet, for all manufacturers!
- Our inspections provide a trusted and certified review of your unit.
- Maintain your Terex Limited Lifetime Structural Warranty eligibility by utilizing Terex Services for your maintenance needs!

Annual Inspection (4 Options)	Basic	Silver	Gold	Platinum
+ Dielectric Test	✓	✓	✓	✓
+ Lubrication & Filters		✓	✓	✓
+ Rotation Bolt Torque Checks*			✓	✓

We come to you!



180-Day Inspection (3 Options)	Basic	Silver	Gold
+ Lubrication & Filters	✓	✓	✓
+ Rotation Bolt Torque Checks*		✓	✓

Or you can come to us!



90-Day Inspection (2 Options)	Basic	Silver
+ Lubrication & Filters*	✓	✓

Get preferential travel rates by including your entire fleet!

*** Be sure to select your preferred inspection level to be quoted.*

TEREX SERVICE CENTERS KEEP YOUR EQUIPMENT WORKING



*Terex recommends selecting to comply with ANSI/OSHA requirements.

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TL60 ▼ TL Series Non-Overcenter Telescoping Articulating Aerial Device

5 ▼ = number of years of preventive maintenance service in the quote
 1 ▼ = quantity of units to include in the quote

Include field service travel time (otherwise units will be serviced at a branch)

Please indicate customer location: West of Colorado Mountains ▼

Preventive Maintenance Packages, Single Unit

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.* * NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant - 5 years preventive maintenance - Removal and inspection of leveling chains and insulator rods** ** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.	Package includes: See custom package configurator
Standard service price: \$5,100 Your package price: \$4,416 You save: \$684	Standard service price: \$7,001 Your package price: \$6,062 You save: \$939	Standard service price: \$20,302 Your package price: \$17,579 You save: \$2,723	Standard service price: \$20,302 Your package price: \$17,579 You save: \$2,723	Standard service price: \$12,352 Your package price: \$10,695 You save: \$1,656

Select your package: Basic (customer declines, among others, torque check of critical fasteners)

Silver Gold Platinum Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code:

TL Series Non-Overcenter Telescoping Articulating Aerial Device



= number of years of service

= quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- 90 Days (360 Hours)
- 180 Days (720 Hours)
- 270 Days (1,080 Hours)
- 12 Months (1,050 Hours)
- Dielectric Test (Yearly)
- 5 Years (5,250 Hours)

Include field service travel time

Please indicate customer location:

Custom

Standard service price:

\$12,352

Your package price:

\$10,695

You save:

\$1,656

Visit us at TEREX.com

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$130.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B FEE SCHEDULE

For the Basic Package: \$4,416; for the Silver Package: \$6,062; for the Gold Package: \$17,579; for the Platinum Package: \$17,579; for the Custom Package: \$10,695; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: TL60

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

TEREX USA, LLC, d/b/a TEREX SERVICES

(“Seller”)

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as “Products”) and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as “Services”) shall be exclusively governed by these Terms and Conditions of Sale (“Terms and Conditions”) and Seller’s sales order (collectively referred to as “Agreement”). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller’s written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller’s credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer’s purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller’s Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer’s failure to furnish necessary information with respect to data and details for Buyer’s specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer’s request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer’s request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer’s receipt of shipment. Seller’s responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a) For Equipment:

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b) For Parts:

(i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;

(ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and

(iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c) For Services:

(i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;

(ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and

(iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.



Peterbilt Of Fargo (P121)
 3611 38Th St. Sw
 Fargo, North Dakota 58104

Terex Utilities
 3140 15Th Ave Se
 Watertown, South Dakota 57201
 United States of America

Les Dondoneau
 Cell Phone: 701-282-6200
 Office Phone: 701-282-6200
 Email: Idondoneau@wdlaron.com

Sheldon Seward
 Cell Phone: 6058825515
 Office Phone: 6058825515

Vehicle Summary

	Unit		Chassis	
Model:		Model 548	Fr Axle Load (lbs):	14600
Type:		Full Truck	Rr Axle Load (lbs):	21000
Description 1:		548 SA Ashland TL60	G.C.W. (lbs):	35600
Description 2:				
	Application		Road Conditions:	
Intended Serv.:	Utility/Lube Service		Class A (Highway)	95
Commodity:	Other Commodity		Class B (Hwy/Mtn)	5
			Class C (Off-Hwy)	0
	Body		Class D (Off-Road)	0
Type:	Platform w/Devices		Maximum Grade:	6
Length (ft):	24		Wheelbase (in):	192
Height (ft):	13.5		Overhang (in):	100
Max Laden Weight (lbs):	5000		Fr Axle to BOC (in):	69.5
	Trailer		Cab to Axle (in):	122.5
No. of Trailer Axles:	0		Cab to EOF (in):	222.5
Type:			Overall Comb. Length (in):	332
Length (ft):	0			
Height (ft):	0		Special Req.	
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	Restrictions			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	Weight
Base Model			
0005481	S	Model 548	10,860
0091200	S	Other Commodity	0
0093140	O	Utility/Lube Service Truck used to service construction and mining equipment. Includes bodies such as, mechanics service bodies, tire hoists, fuel/lube, boom, etc.	0
0095010	O	Platform w/Devices	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	429
0601500	O	Full Steel Inner Liner	607
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	20
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651010	S	Peterbilt Rear Mudflaps and Straight Hangers Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	0
Front Axle & Equipment			
1014140	O	Hendrickson SteerTek NXT 14,600 lb 3.32" Drop	22
1112150	O	Taper Leaf Springs, Shocks 14,600 lb Hendrickson Taper Leaf Springs, shocks 14,6000 lb.	48
1243060	O	Power Steering Sheppard SD110 The SD110 power steering gear is a compact version of the M110 power steering gear. The SD110, working with a 185 bar pump is	44

Price Level: April 1, 2021

100% Complete

Date: October 29, 2021

Deal: 548 SA Ashland TL60

Quote Number: QUO-861414-W0S7P3

Printed On: 10/29/2021 5:41:41 AM



Sales Code	Std/ Opt	Description	Weight
		capable of steering vocational and heavy haul vehicles with front axle ratings of 13,200 to 16,000 lbs. in single gear applications.	
1250180	S	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0
1354845	S	PHP10 Iron PreSet Hubs	0
1380260	S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
1380550	O	Hendrickson Wide Track IPO Standard Hendrickson Wide Track in place of standard front axle 71" KPI IPO 69" front axle for improved turning radius.	15
1391410	S	Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment			
1511430	O	Meritor RS21-160 21,000 lb Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-80
1616370	S	PHP10 Iron PreSet Hubs	0
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680795	O	Diff Lock, Single Drive Axle with Speed Interlock	30
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the	0

Price Level: April 1, 2021

100% Complete

Date: October 29, 2021

Deal: 548 SA Ashland TL60

Quote Number: QUO-861414-W0S7P3

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Sales Code	Std/Opt	Description	Weight
		lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1705630	O	Ratio 5.63 Rear Axle	0
1816020	S	Reyco 79KB Multi Leaf 23,000 Lb	-90
Engine & Equipment			
2074512	O	PACCAR PX-9 360@2000 GOV@2200 1150@1200 Productivity (2021 Emissions)	0
		N21350 C121 68....Maximum Accelerator Pedal Ve N21370 C128 68....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
2091130	S	VMUX Electronics Architecture	0
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0

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Sales Code	Std/Opt	Description	Weight
2092017	O	Typical Operating Speed 68 MPH	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140220	O	CARB Engine Idling Compliance DECLINED By Dealer/Customer	0
2140670	O	EPA Compliant Engine	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539850	O	MD - Battery Disconnect Switch Mounted in Cab, Outboard Drivers Seat	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2812210	S	VGT Exhaust Brake (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921310	S	No Electric Heat Option for Fuel Filter	0

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Sales Code	Std/Opt	Description	Weight
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3211140	S	(1) Air Cleaner Engine Mounted	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
3381770	O	Curved Tip Standpipe(s)	1
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0
Transmission & Equipment			
4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	459
4210200	O	1760 HD Driveline, 1 Midship Bearing	5
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	0
4252890	O	Allison FuelSense 2.0 Not Desired	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
4256920	O	Dash Mounted Push Button Shifter	3

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Sales Code	Std/ Opt	Description	Weight
		Available with Allison transmissions	
4257110	O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment			
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4543550	O	Clear Inside Frame of All Air System Components Left hand back-of-cab.	0
4543560	O	Clear Inside Frame Of All Air System Components Right hand, back-of-cab.	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels			
5069770	O	FF: BR 16ply 12R22.5 R268 Ecopia R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 42.7 inches; SLR = 19.9 inches	50
5169310	O	RR: BR 16ply 11R22.5 M799 Efficiency Rating: Poor Diameter = 42.0 inches; SLR = 19.5 inches	40
5190004	O	Code-rear Tire Qty 04	0
5210600	O	FF: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, 2 Hand Holes	40
5311020	S	RR: Accur Stl Armor 51455PK 22.5X8.25 PHP10-5 hand holes.	0
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5584040	O	D-Shaped Aluminum 50 Gallon Fuel Tank LH U/C	-10

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Sales Code	Std/Opt	Description	Weight
		Non-slip step LH under cab	
5602050	O	Location LH U/C 50 Gallon	0
5650490	O	Fuel Cooler Required with single fuel tank	15
5652900	O	DEF Tank Mounted LH Under Cab	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
Battery Box & Bumper			
6010800	O	Install Batteries On Temp Plywood Support BOC Includes maximum length battery cables allowable per engine manufacture requirements. Recommend three or more batteries for Class 8.	-97
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6112840	O	Steel Bumper Tapered Chromed Two tow points	0
6132450	O	Heavy Duty External Tow Eye IPO Standard	42
Cab & Equipment			
6510160	O	Aerodynamic 109in BBC Aluminum Cab & SMC Hood With molded gray crown.	15
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	0
6917320	S	Seats Inc. Driver Seat	0
6927320	S	Seats Inc. Passenger Seat	0
6939400	S	Air Ride Driver	0
6939420	O	High Back Driver	0
6939470	S	Vinyl Driver	0
6939500	O	Air Ride Passenger	0
6939520	O	High Back Passenger	0
6939570	S	Vinyl Passenger	0

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Sales Code	Std/ Opt	Description	Weight
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
7036140	S	Interior Gray/Black - Flat Roof	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7510070	S	Aero Rear View Mirror Housing, Molded Black	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728030	O	Radio Mute When In Reverse For automatic or automated transmission	0
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0
7788055	O	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote	0

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Sales Code	Std/Opt	Description	Weight
		diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	
7788057	O	24 Months SmartLINQ Subscription PACCAR PX Engines.	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	15
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, Intake piping, or firewall	0
8070080	O	(2) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	0
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0
8070810	O	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
8070820	O	Engine Percent Torque Located in Digital Cluster Display	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8070940	O	Voltmeter Gauge (MD / 520 ONLY) Located in Digital Cluster Display	0
8071470	O	ABS Off-Road Switch Bendix ATC is required on the specification. Off-Road switch allows some wheel slippage prior to ATC activation. Off-Road switch will cause the ATC light to flash, reminding the driver of a condition. Switch should only be used in extreme conditions such as snow, ice or mud.	0
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
8120980	S	(5) Marker Lights, Aero LED	0
8134160	S	Self-Canceling Turn Signal	0
8134180	O	Daytime Running Lights, Mounted In Bumper Driven by chassis height	0
8140080	S	LED Stop/Turn/Tail/Backup	-7

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Sales Code	Std/ Opt	Description	Weight
		Bracket mounted left-hand / right-hand end of frame	
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	1

Paint

8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A- L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9407103	O	Prepaid Freight Delivery Increase For 2022 Delivery	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0

Miscellaneous

9409045	S	Aero Hood (MODEL 548)	0
9409091	O	State Registry: South Dakota	0
9409897	O	Cancel/Reorder Reorder Chassis	0

Promotions

Order Comments

Total Weight

12,619

Prices and Specifications Subject to Change Without Notice.

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Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

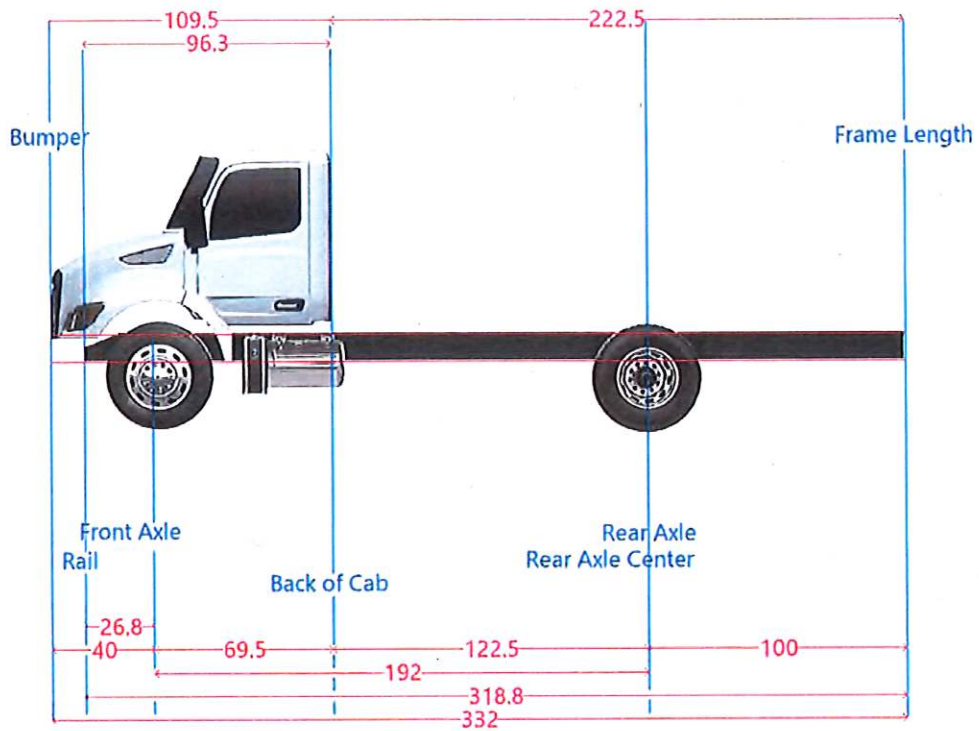


Shipping Destinations

Intermediate Destination: none

Final Destinations	Quantity
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HORIZONTAL DIMENSIONS



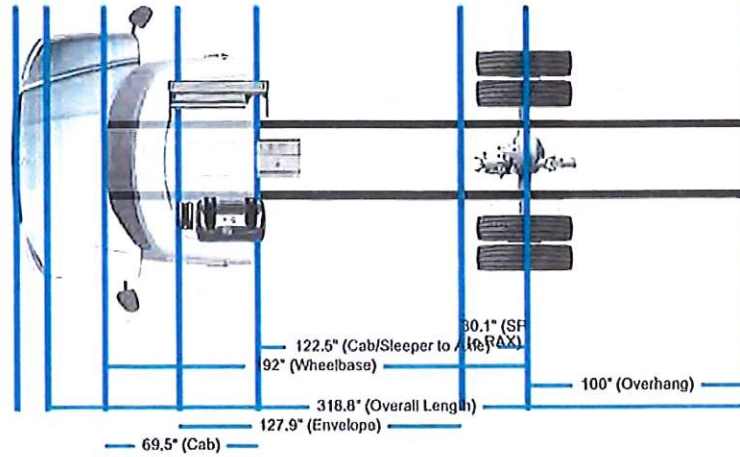
Dimension	Measurement	Start	End
Axle Spacing	0	192	192
Bumper to Back of Cab	109.5	-40	69.5
Bumper to Front Axle	40	-40	0
Bumper to Front Frame	13.2	-40	-26.8
Cab to End of Frame	222.5	69.5	292

Cab to End of Frame/Loadspace

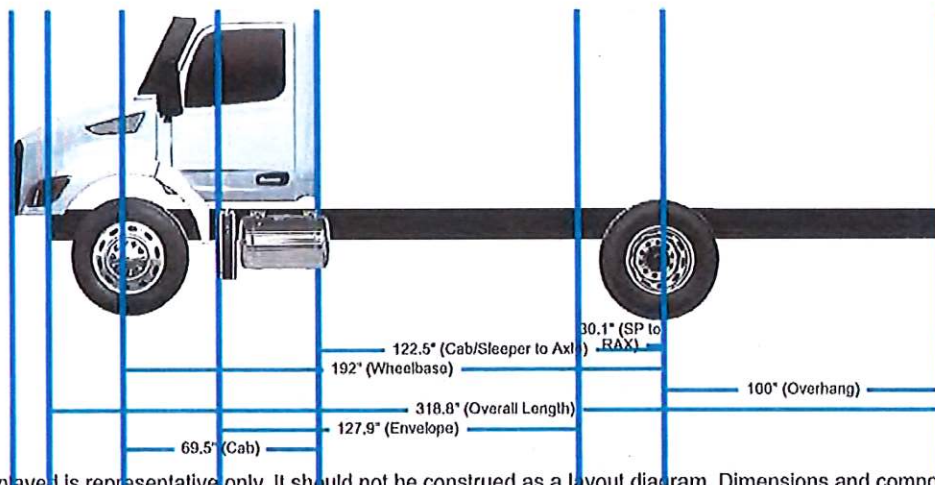
CAB TO END OF FRAME EQUALS LOADSPACE ON THIS CONFIGURATION.

Effective Bumper to Back Of Cab	109.5	-40	69.5
Frame Length	318.8	-26.8	292
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	26.8	-26.8	0
Load Space	222.5	69.5	292
Overall Length	332	-40	292
Overhang	100	192	292
Pusher Offset #1	0	192	192
Pusher Offset #2	0	192	192
Pusher Offset #3	0	192	192
Tag Offset	0	192	192
Wheelbase	192	0	192

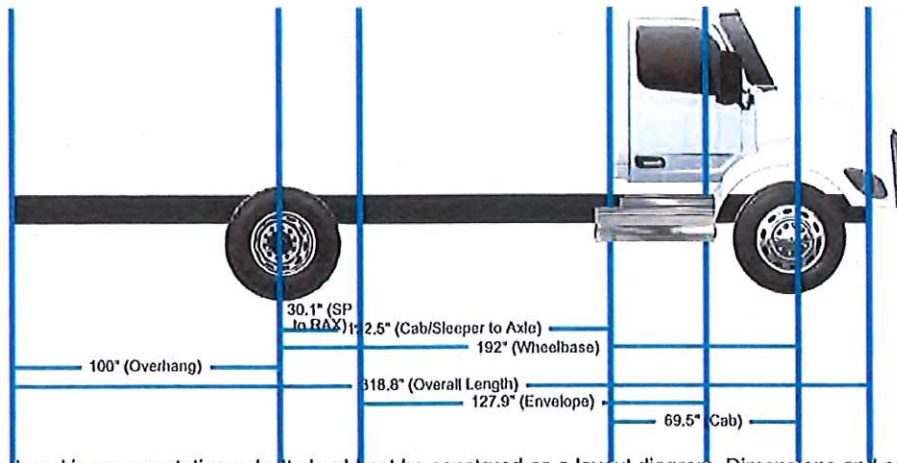
Dtpo: Truck Model: 548 Customer: Terex Utilities



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.



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Dlpo: Truck Model: 548 Customer: Terex Utilities

Selected Options

Sales Option	Description	Width	Side
5655019	DEF Tank Small, HD 14 Gal 2.1M M...	15	Left
5584040	D-Shaped Aluminum 50 Gallon Fuel ...	20.7	Left
6010800	Install Batteries On Temp Plywood S...	18	Center
6040550	Aftertreatment Aluminum Non-Slip C...	18	Right

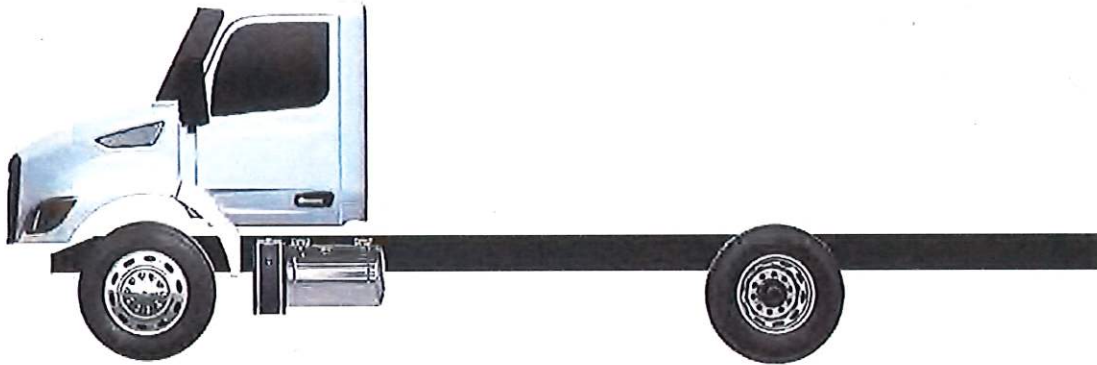
Available Space: Left: 87.7 in. Center: 121.9 in. Right: 86.5 in.

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WEIGHT DISTRIBUTION

Model: 548

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 54 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	7739	4879	12618
Tools/Driver	287	88	375
Fuel & DEF	332	129	461
Max Payload	6241	15905	22146
Auxiliary Payload	0	0	0
Total	14600	21000	35600
Specify Ground Load	14600	21000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches
 Selected rearmost setting is 0 inches
 Wheelbase measurement: 192 inches
 Overhang measurement: 100 inches

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1014140	Hendrickson SteerTek NXT 14,600 lb	14,600
Springs	1112150	Taper Leaf Springs, Shocks 14,600 lb	14,600
Power Steering	1243060	Power Steering Sheppard SD110	16,000
Hubs, Drums	1354845	PHP10 Iron PreSet Hubs	22,000
Tires	5069770	FF: BR 16ply 12R22.5 R268 Ecopia	14,780
Wheels	5210600	FF: Accur Stl Armor 50291PK 22.5X8.25	16,000

Minimum: 10,000

Maximum: 14,600

The front axle weight rating cannot exceed 14600

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1511430	Meritor RS21-160 21,000 lb	21,000
Hubs, Drums	1616370	PHP10 Iron PreSet Hubs	67,000
Suspension	1816020	Reyco 79KB Multi Leaf 23,000 Lb	23,000
Tires	5169310	RR: BR 16ply 11R22.5 M799	24,020
Wheels	5311020	RR: Accur Stl Armor 51455PK 22.5X8.25	29,600

Minimum:	19,000
Maximum:	21,000

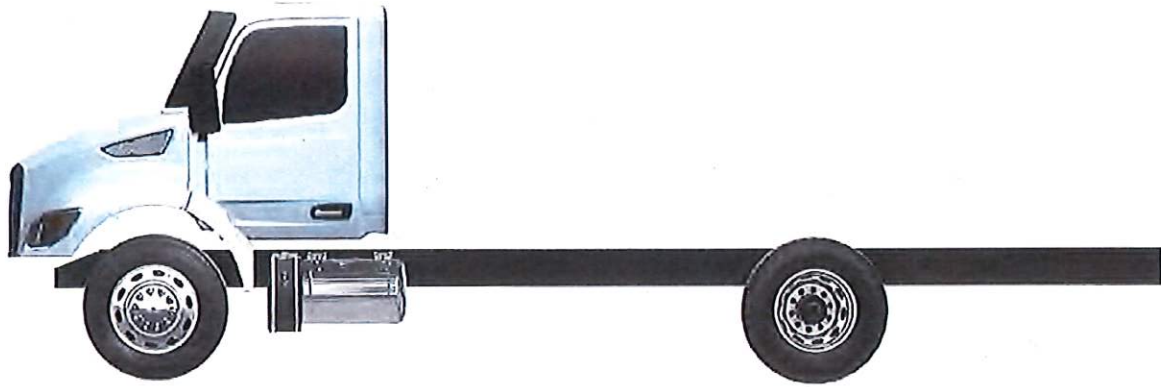
The rear axle weight rating cannot exceed 21000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	35,600
Min	35,600
Max	66,000

The Gross Combination Weight Rating rating cannot exceed 66000

FRAME RAKE



The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

These characteristics are considered to be out of standard range: Laden rake more than 1% of wheelbase from level (positive or negative).

Component	Sales Code	Description	Laden	Unladen
Frame	0514000	10-3/4" Steel Rails To 354"	10.8	10.8
Front Spring	1112150	Taper Leaf Springs, Shocks 14,600 lb	7.7	9.5
Front Axle Drop 3.5"	1014140	Hendrickson SteerTek NXT 14,600 lb	0.2	0.2
Height Adj.	0000000	12mm	0.5	0.5
Front Tires	5069770	FF: BR 16ply 12R22.5 R268 Ecopia	19.9	21.4
Front Frame Height			39.0	42.3
Frame	0514000	10-3/4" Steel Rails To 354"	10.8	10.8
Vertical Dimensions			Laden	Unladen
Guppy Belly Adj.	0000000	No Adjustment.	0.0	0.0
Ground to Bottom of Frame			28.3	31.8
Suspension	1916020	DAVCO 70KR Multi Leaf 22 000	9.8	11.6

Saddle Height Adj.	Ground to Top of Roof or Fairing	000000	No Adjustment.	103.4	006.9	0.0
Restrictor Can Adj.	Exhaust Height	0000000	No Adjustment.	118.8	122.3	0.0
Rear Tires	Ground Clearance	5169310	Laden RR: BR 16ply 11R22.5 M799		19.5	20.7
	RH U/C			11.6		
	LH U/C		Rear Frame Height		39.0	43.0
	DEF Tank		Frame Rake		0.0	0.7
	RH BOC 1		#VALUE!			
	LH BOC 1		Frame Rake Slope (%)		0.0	0.4
	RH BOC 2		N/A			
	LH BOC 2		N/A			

SPEED & GRADE PERFORMANCE REPORTS

Top Speed At Grade (Engine Fan Off)

Configuration:	Model 548 / Full Truck GCW: 35600
Quote/DTPO/CO:	QUO-861414-W0S7P3
Engine:	2074512 PACCAR PX-9 360@2000 GOV@2200 1150@1200
Transmission:	4052110 Allison 3000 RDS-P Transmission, Gen 5
Rear Axle:	1511430 Meritor RS21-160 21,000 lb
Rear Tire:	5169310 RR: BR 16ply 11R22.5 M799 Revs/Mile: 495
Operating Conditions:	0% Rolling Resistance

Top Speed At Grade (0%)
72.9 MPH @ 2200 RPM
Gear: 6 (0.65)

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration:	Model 548 / Full Truck GCW: 35600
Quote/DTPO/CO:	QUO-861414-W0S7P3
Engine:	2074512 PACCAR PX-9 360@2000 GOV@2200 1150@1200
Transmission:	4052110 Allison 3000 RDS-P Transmission, Gen 5
Rear Axle:	1511430 Meritor RS21-160 21,000 lb
Rear Tire:	5169310 RR; BR 16ply 11R22.5 M799 Revs/Mile: 495
Operating Conditions:	0% Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
3.49	29.63
1.86	15.79

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1500	1644	1700	1800	1900	2000	2100	2200
Gross Torque:	625	740	840	945	1047	1150	1150	1150	1150	1150	1112	1050	995	946	901	859
Net Torque:	543	655	751	852	949	1047	1049	1050	1052	1053	1018	962	911	866	825	787
Net HP:	72	100	129	162	199	239	260	280	300	330	330	330	330	330	330	330

Gear Ratios: TRN (1): 3.49 RAX (1): 5.63	
Speed (MPH):	4.3 4.9 5.6 6.2 6.8 7.4 8.0 8.6 9.3 10.1 10.5 11.1 11.7 12.3 13.0 13.6
Grade (%):	17.2 21.0 24.4 28.0 31.6 35.4 35.4 35.5 35.5 35.6 34.3 32.1 30.2 28.6 27.1 25.7
Gear Ratios: TRN (2): 1.86 RAX (1): 5.63	
Speed (MPH):	8.1 9.3 10.4 11.6 12.7 13.9 15.0 16.2 17.4 19.0 19.7 20.8 22.0 23.2 24.3 25.5
Grade (%):	8.7 10.7 12.4 14.2 15.9 17.7 17.7 17.8 17.8 17.8 17.2 16.2 15.3 14.5 13.7 13.0
Gear Ratios: TRN (3): 1.41 RAX (1): 5.63	
Speed (MPH):	10.7 12.2 13.7 15.3 16.8 18.3 19.9 21.4 22.9 25.1 26.0 27.5 29.0 30.5 32.1 33.6
Grade (%):	6.4 7.9 9.2 10.5 11.9 13.2 13.2 13.2 13.2 13.2 12.8 12.0 11.3 10.7 10.2 9.7
Gear Ratios: TRN (4): 1 RAX (1): 5.63	

Speed (MPH):	15.1	17.2	19.4	21.5	23.7	25.8	28.0	30.1	32.3	35.4	36.6	38.8	40.9	43.1	45.2	47.4
Grade (%):	4.4	5.4	6.3	7.3	8.2	9.1	9.1	9.1	9.1	9.1	8.8	8.3	7.8	7.4	7.0	6.6

Gear Ratios: TRN (5): 0.75 RAX (1): 5.63

Speed (MPH):	20.1	23.0	25.8	28.7	31.6	34.4	37.3	40.2	43.1	47.2	48.8	51.7	54.5	57.4	60.3	63.2
Grade (%):	3.1	3.9	4.6	5.3	5.9	6.6	6.6	6.7	6.7	6.7	6.4	6.0	5.7	5.4	5.1	4.8

Gear Ratios: TRN (6): 0.65 RAX (1): 5.63

Speed (MPH):	23.2	26.5	29.8	33.1	36.4	39.7	43.1	46.4	49.7	54.5	56.3	59.6	62.9	66.2	69.6	72.9
Grade (%):	2.6	3.3	3.9	4.5	5.1	5.6	5.7	5.7	5.7	5.7	5.5	5.1	4.8	4.6	4.3	4.1

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1500	1644	1700	1800	1900	2000	2100	2200
Gross Torque:	625	740	840	945	1047	1150	1150	1150	1150	1150	1112	1050	995	946	901	859
Net Torque:	543	655	751	852	949	1047	1049	1050	1052	1053	1018	962	911	866	825	787
Net HP:	72	100	129	162	199	239	260	280	300	330	330	330	330	330	330	330



Join



Terex/Genie

Public Utility Equipment & Services

#012418-TER

Maturity Date: 03/14/2022

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 012418-TER gives access to the following types of goods and services:

- Aerial devices
- Digger derricks
- Auger drills
- Technician services - in the shop & field service
- ANSI inspection services

Additional information can be found on the vendor-provided, nongovernment website at:
terex.com/utilities/en/support/government

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk of the Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

012418 PUBLIC UTILITY EQUIPMENT WITH RELATED

National Joint Powers Alliance; Bid Location Staples, MN, Todd County; Due 01/24/2018 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/8/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 1st DAY OF February, 2018

Michelle Ropp

Notary Public-State of Oregon



**THE NATIONAL JOINT
POWERS ALLIANCE® (NJPA)
PUBLIC UTILITY EQUIPMENT
WITH RELATED ACCESSORIES
AND SUPPLIES**

Proposals due 4:30 pm,
January 24, 2018

REQUEST FOR PROPOSAL

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.
Published Dec. 8, 2017. 11451876

Kim Austin
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11451876
Client Reference No:

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Terex Utilities Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
G	6.23.1.1	Added - in accordance with ISO standard forms	NJPA accepts.
G	6.26	Added - except for the negligence and willful misconduct	NJPA accepts.
B	8.8	Added - No party shall be liable hereunder for incidental, indirect or consequential Damages, even if advised of the possibility thereof.	NJPA accepts.

Proposer's Signature: *Stephen Evans* Date: 1/23/2015

NJPA's clarification on exceptions listed above:

Review and Approved:

[Signature] 3-1-15
NJPA Legal Department

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.


Company Name: Terex Utilities Inc. Date: January 23, 2018

Company Address: 500 Oakwood Rd

City: Watertown State: SD Zip: 57201

CAGE Code/Duns & Bradstreet Number: 00-625-0484

Contact Person: Stephanie Evans Title: Sales Operations Manager

Authorized Signature:  Stephanie Evans
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 012418-TER

Proposer's full legal name: Terex Utilities Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-TER

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Terex Utilities

Authorized Signatory's Title Vice President



VENDOR AUTHORIZED SIGNATURE

James M. Lohan

(NAME PRINTED OR TYPED)

Executed on March 15, 2018

NJPA Contract # 012418-TER

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Terex Utilities Inc.

Address: 500 Oakwood Rd

City/State/Zip: Watertown, SD 57201

Telephone Number: 605-882-5604

E-mail Address: stephanie.evans@terex.com

Authorized Signature: 

Authorized Name (printed): Stephanie Evans

Title: Sales Operations Manager

Date: 1/23/18


Notarized

Subscribed and sworn to before me this 23rd day of January, 2018

Notary Public in and for the County of Codington State of South Dakota

My Commission Expires

My commission expires: September 9, 2021

Signature: 



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Terex Utilities Inc.

Questionnaire completed by: Nick Camissa

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Net 30**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Terex Financial Services can offer municipal lease financing through Wells Fargo Equipment Finance as long as the entity meets qualifying guidelines as municipality and include an annual appropriation clause.

Municipal Lease Structures:

Finance Lease (\$1-out Lease)

Operating Leases (FMV)

Terms:

36 - 72 months (depending on the equipment)

Rates:

Fixed payment over the life of the term (based on credit rating)

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **Terex Utilities, along with distributors, Commercial Truck Equipment, JA Kiley Company, Ring Power, Utility One Source (UOS) and Wajax continue to create the most comprehensive sales and service offerings across North America for public power utility customers. Our team is committed and engaged with our partners to listen, understand and quickly provide solutions. After understanding our customer needs we direct customers to the standard packages offered in the RFP. If there are any options the customer is requesting, they are quoted as open market items at the same NJPA discount. At the end of each month we report all sales that were sold through NJPA. The reporting will come from a contact at Terex Utilities. This will also include any sales from our dealer network as well.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Parts and Service customers are able to use a P-card for their purchases.**

Warranty – See attached Manufactures Limited Product Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor? **Yes**

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? All of our models are designed with an intended use. If warranty damage looks outside normal use/wear and tear, communication is started with the customer to come to a resolution.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Travel time is covered for the first 90 ninety days from the date of truck/unit in-service.
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? No
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? See provided warranty document
 - What are your proposed exchange and return programs and policies? These are handled by our service technicians and dealers.
- 6) Describe any service contract options for the items included in your proposal. National service rates and other ANSI required services have been provided as options in the RFP.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. Specifications for new aerial devices, digger derricks, auger drills, technician services in the shop and field service, and other ANSI required inspection services have been provided for this RFP.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) See provided pricing sheet for all equipment and services.
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer. A NJPA discount has been applied to the sale price of the units as indicated in the attached NJPA 2018 Contract Pricing.
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. Quotes for open market items are provided at the customers request and are priced at the same discount levels for NJPA members.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. Overseas freight will be quoted as an additional charge due to the changing market rates.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. Freight is included for any new truck purchased in the lower 48 states. An additional line item will

be quoted for freight outside the lower 48 states. For parts and services, freight will be quoted at current market rates due to the changing needs of the end users.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. Freight is included to get the trucks to the closest shipping port. Once at the port the title and risk of the truck is transferred to the customer and the truck (per the customer's direction and by their freight forwarder), is loaded onto a ship and delivered to an agreed upon port by the customer. This is a pretty common practice for Terex in the Alaska and Hawaii markets. Final stage manufacturing of Canadian trucks is typically done in Canada by our distributors, and if they are built at our factory, shipping and export compliance is the responsibility of the distributor.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. *N/A*
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. *As a public company we operate with transparency. Our Sales Operations and Service team will calculate all NJPA sales. Our accounting team is given a copy of the monthly sales to process the fees associated with any of the NJPA sales.*
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) *Terex Utilities and our dealers are offering a 1% fee paid to NJPA for any new trucks, services and parts sold through NJPA.*

Industry-Specific Questions

- 19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users. *Simplifying the operation of our units is something we take into account when designing any new product or enhancing our existing products. Example: Our Digger Derrick models come in 5 different product families ranging from 42' -95'. An operator can safely and easily move from a 42' to a 95' because they have the same control system available for each. There is really no difference in the operation except for the size of the unit. This same thought process carries over to our articulating aerial devices as well. An operator can move from a smaller 37' model into 75' model with virtually no change in the way the unit operates. Our articulating / telescoping models all operate the same as well. This simplification allows the operators to safely move between boom sizes and operate the units the same way.*
- 20) Provide examples from your product offering that are not available from most competitors in this industry. *As the innovation leader in the utility equipment industry, Terex Utilities offers our "Load Alert System" that monitors platform and jib capacity on aerial devices and digger derricks and notifies the users if they are in jeopardy of overloading the device. Terex also offers a "True Level Pedestal" for operators needing to safely work on slopes up to 20 degrees. Terex is currently in the process of patenting a lanyard attachment to interlock the boom from operating unless an operator's harness is clipped and secured into the boom.*
- 21) Explain how your equipment in this category reduces down-time on the job site. *Our simplified hydraulic systems reduce the complexity that some of our competitors offer. This simplification increases the uptime*

while reducing complexity making for a more reliable truck. We also have multiple parts central locations in the central and west coast time zones as well as our local service and parts centers to ship parts globally when requested.

- 22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job. We have worked with multiple telematics providers to integrate the boom functions into the daily operation of our trucks. Customers appreciate our flexibility to work with their current providers so they do not have to do anything special and sign up with another provider.
- 23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum? As a global manufacture, Lean manufacturing has been part of our DNA for over 20 years. This lean journey has allowed us to improve our quality, cost and manufacturing process. Our price increases are kept to a minimum and are aligned with typical market increases.
- 24) Explain how your distributors are set up to provide service and support for equipment in this industry. Our distributors have been longtime partners of ours and offer all of the same aftermarket services that our factory direct service team offer in both the shop and field.
- 25) Identify how your products, services and supplies address the scope of this RFP. Terex Utilities has been a leader in the utility equipment industry for over 70 years. We are integrated in all phases of the utility equipment industry with the equipment, services and parts that we provide. As a longtime partner with NJPA we have changed and added models and services to meet your members changing needs. The changes we have seen were added in the scope of the RFP with additional models and services offered.

Signature: _____



Date: _____

1/23/2018



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

(Revision 3)

Date: 11/5/2021

Sourcewell 2022 Contract Number: 012418-TER (Ref. Quote #QU14266 - C6060)

Quote Number: QU16852 Unit: C6060

ASHLAND MUNI. ELECT. UTILITY
90 NORTH MOUNTAIN AVENUE
ASHLAND, OR 97520
(541) 552-2355
Attention: WES HOADLEY

U,B&I Baseline Price (Ref. QU14266): \$184,062
Chassis Baseline Price (Ref. QU14266): \$103,382

U,B&I Open Market Items (QU16852): \$65,220
Chassis Open Market Items (QU16852): \$46,272

Grand Total Each: \$398,936

See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: CPT Destination
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360 +

Same as FOB Ashland OR per Michael Bilden

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Steve Felt
Sales Coordinator

Mike Bilden
Account Manager

⚠WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov.

Accepted By: _____

PO Number: _____


Quantity: _____

Grand Total: _____

Date: _____

Options

Date	11/5/21
Quote(s) #	QU16852
Customer Name	ASHLAND MUNI. ELECT. UTILITY
Customer PO #	

No.	Description	Selling Price	Options:
1	Docking station for Remote Radio Controls Storage Only: * Provides a steel control bracket for mounting on below rotation.	\$243	<input type="checkbox"/> Add Option
2	Remote Radio Controls Storage for inside of cab or body compartment.	\$135	<input type="checkbox"/> Add Option
3	Shoulder Harness for Radio Control.	\$135	<input type="checkbox"/> Add Option
4		\$0	<input type="checkbox"/> Add Option
5		\$0	<input type="checkbox"/> Add Option
6		\$0	<input type="checkbox"/> Add Option
7		\$0	<input type="checkbox"/> Add Option
8		\$0	<input type="checkbox"/> Add Option
9		\$0	<input type="checkbox"/> Add Option
10		\$0	<input type="checkbox"/> Add Option
11		\$0	<input type="checkbox"/> Add Option
12		\$0	<input type="checkbox"/> Add Option
13		\$0	<input type="checkbox"/> Add Option
		Total:	

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of 12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, bells, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

11/05/2021

Quote Number: QU16852-15

ASHLAND MUNICIPAL ELEC UTIL

90 N MOUNTAIN AVE
ASHLAND, OR 97520
Attention: WES HOADLEY

Phone: 541-552-23

Qty. Description

UNIT

- 1 One (1) new Terex Commander 6060 model hydraulic rotating digger derrick with a turntable winch.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
- * Meets ANSI/ASSE A10.31-2019.

Elevation:

- * From +80 degrees above horizontal to -20 degrees below horizontal.

Dual Lift Cylinders:

- * Double-acting cylinders with chrome plated rods and integral holding valves. Trapezoid mounting design offers greater boom support and stability providing less wear and longer life. Either cylinder can hold the rated lifting capacity of the derrick.

Steel Lower Boom:

- * The boom is a fabricated box utilizing high-strength steel plates.

Steel Intermediate Boom:

- * Fabricated box constructed of high strength steel. Powered by a double acting hydraulic cylinder equipped with integral holding valves on both extend and retract ports.

Fiberglass Hydraulic Upper Boom:

- * Capable of lifting the hydraulic capacity of the derrick in all positions.
- * Tested and rated for line voltage up to and including 46 KV AC.
- * Tapered non-metallic rollers mounted at the end of the intermediate boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.

Continuous And Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

Miscellaneous:

- * Relief valves to protect the derrick circuits and digger-winch circuits.
- * Hydraulic hoses are equipped with permanent type hose fittings.
- * A custom load chart stating actual lifting capacity considering all final options, chassis, body,

Qty. Description

outriggers, and other fixed equipment with capacity based on completed unit stability is included.

- * A boom-angle indicator and decal are mounted on each side of the lower boom.
- * All metallic components of the complete digger derrick device are prime painted.
- * Two complete manuals providing operational and maintenance procedures, and a replacement parts listing.
- * Warning decals provided with unit.

Turntable Winch Including Transferable Pole Buddy Assembly:

- * 15,000 lb. bare drum capacity planetary winch equipped with hydraulic counterbalance valve mounted on the derrick turntable. Equipped with flanged pole buddy transferable from intermediate boom to upper boom.

Bare Boom Lift Capacities:

- * Boom Angle: All Booms Retracted
- * Maximum Elevation 38050 lbs.
- * 10 Ft. Radius 18100 lbs.

Work Zone Capacities:

- Median Digging Radius 26.9 ft.
- Digging Capacity at Median Radius 3194 lbs.
- Lift Capacity at Median Radius 5025 lbs.

Sheave Height:

- * With intermediate boom extended, 47.2 ft. at maximum elevation.
- * With upper boom extended, 60.0 ft. at maximum elevation.
- * Dimensions are based on a 40" chassis frame height.

Load Radius:

- * 37.3 ft. from C/L of rotation, at 0 degree, intermediate boom extended.
- * 50.3 ft. from C/L of rotation, at 0 degree, upper boom extended.

1 RH Open Front Command Post With Dual Joystick Pilot Operated Controls with Radio Remote Control:

- * Controls have integral interlock switches and adjustable arm rests.
- * Right hand joystick operates all boom function of up/down and extensions.
- * Left hand joystick operates digger, winch and turntable rotation functions.
- * Control joysticks include electrical interlocks that activate a hydraulic dump valve that provide flow to main control valve.
- * Red Emergency stop plunger.
- * Start/Stop on control panel.
- * Two Speed auger switch.
- * Glycerin filled pressure gauge is provided to monitor system pressure.
- * Permanent type control decals are provided.
- * Adjustable cushioned operator seat is provided as standard and includes side rails.
- * Hydraulic foot throttle.
- * Includes a control and horn.

Radio Remote Control:

- * Includes (1) waist harness, (2) rechargeable batteries, (1) battery charger, (1) receiver, (1) transmitter, and placards.

1 Operator LED light at controls at command post.

Qty. Description

- 1 Pole Guide and Interlock For Transferable Pole Buddy:
 - * Hydraulic cylinders equipped with holding valves operate the tilt and open/close on pole guide arms.
 - * Pole guide hoses are contained in a chain type carrier, installed on the side of the boom.
 - * Transfers from the end of the intermediate boom to the end of the upper boom and vice versa.
 - * The pole guide is installed on the transferable pole buddy flange assembly.
 - * Protects both the pole guide and the boom from accidental damage caused by extending the upper boom while the pole guide is on the intermediate boom and tilted downward. Includes actuating plunger and two poppet valves.

- 1 Pole Claw Arms:
 - * Unique circular design of arms that handle poles up to 23 inch diameter.

- 1 Load Moment Limiter (Hydraulic Overload Protection) for Boom system:
 - * An Operator aid to prevent damage to the derrick by stopping selected functions if an over load occurs. The functions necessary to eliminate the overload condition remain operational, to relieve the cause of overload.
 - * Disables boom down, boom extend, winch up, and digger dig when boom lift senses an overloaded condition.
 - * The system is fully automatic relative to the operation and re-set functions.

Pressure Gauge with Color Zone Ring for Load Moment Limiter:

 - * A indicator gauge which provides an indicator when approaching maximum capacity.

- 1 Planetary Slip Rotation:
 - o Planetary gear drive rotation with spring applied hydraulically released parking brake and reversible hydraulic motor with integral hydraulic braking capability. The slip drive releases the brake when rotating, winching, and digging.
 - o Offers side load protection when winching and digging only.

- 1 X-Boost Option:
 - * Optional capacity control system for increased lifting capability at higher boom angles to meet customer specifications for 10' capacities.
 - * Increases capacities an average of 17% on C4000 Series Digger Derrick.
 - * Includes: Electric collector ring, wiring harness and XDPS component.

- 1 Customer Declined, Anti-Two Block.
 - * Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).

- 1 12,000 ft-lb Two Speed Digger With Hydraulic Shift (ESK 76BA):
 - * Planetary gear drive powered by reversible hydraulic motor.
 - * Telescopic trombone tube is provided to shift the two-speed digger hydraulically.

- 1 LH Auger Storage and Digger Hanger:
 - * Digger hanger bracket is box section and is equipped with a transfer protection system, auger stowage bracket with self latching auger catch and hydraulic auger release.
 - * The auger stowage bracket stores up to a 24" diameter auger, in the standard position.
 - * Digger storage protection system to protect the auger storage cable from damage caused by over-winding. Oil from the digger system is returned to tank before the cable is over-stressed.

Qty. Description

- 1 Nylon 1" flat webbing strap for auger roll-up.
- 1 Solid Hex Auger Shaft and Coupler:
 - * 60" long x 2-1/2" hex auger shaft with auger adjustment holes.
- 1 Terex Texoma 18" TXD (dirt tooth auger) x 104" long - 60" of 5/16" flighting, 2 1/2" hex bushing. Rollup dish and cable pin welded in place and auger painted Terex Red.
 - ** ADDITIONAL INFORMATION **
 - Paint Black in lieu of Red.
- 1 Pedestal:
 - * Square constructed pedestal has access holes for maintenance of hydraulic plumbing.
- 1 Auxiliary Pump for Radio Control:
 - * Allows the operation of any function for a time period limited by battery life.
 - * Includes 12 volt electric two motors for use on a 12 volt chassis.
 - Note: This includes a switch for activation at radio controls.
- 1 Pump For Use (Required Approximate 120% PTO):
 - Tandem vane high efficiency 3000 psi rated hydraulic pump providing 40 gallons per minute combined flow.
 - * Provides 16 gallons per minute to boom functions and 24 gallons per minute to digger/winch functions and combines flow when boom is not in operation providing 40 gallons per minute to digger/winch at 1600 rpm engine speed, boom extension is faster than winch.
 - * Provides up to 6 gallons per minute for tools at 700 rpm engine speed.
 - * Includes pump kit.
 - FOR GENERAL ONLY: With the use of Radio Controls.
- 1 Hydraulic Reservoir:
 - 50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.
 - * A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a 2 1/2" full flow ball type shut off valve.
 - * Relief valves to protect the derrick circuits and digger-winch circuits.
- Sight Gauge With Thermometer:
 - * Mounted within an aluminum body to protect sight tube.
 - * Installed on end of hydraulic oil reservoir.
 - * Thermometer has a range of 0-300 degrees Fahrenheit.
- 1 Super Duty A-Frame Outriggers with swivel type stabilizer pads. (8982)
- 1 Super Duty A-Frame Outriggers with swivel type stabilizer pads. (8982)
- 1 Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets Below Rotation (Diggers):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
- 1 High Pressure code to obtain 3000 psi at outriggers.

Qty. Description

Note - this is on A-frames and Radial outriggers for Digger Derricks.

- 1 Adjustable flow divider for auxiliary tool outlets below rotation.
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
- 1 Subframe constructed with an open center.
- 1 Tie Down Kit.
- 1 Remote Sensor Bracket:
 - * Bracket to be used with the Williams remote sensor. Installed to supply sensor to work with truck engine.
- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Back-up Camera ready.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended on Class 6 and above chassis with multiple outputs
 - * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- 1 American flag displayed on unit.
- 1 Factory Warranty
- 1 Clevis for two part line attachment.
 - ** ALTERED FROM STANDARD **
- 1 .
 - BODY, INSTALLATION
 - ** BODY INFORMATION **
- 1 178-Inches Long x 46-Inches High x 94-Inches Wide
 - * Vendor PN: Q44234
 - * As per the attached Body Specifications.
- 1 Install Derrick Over Rear Axle And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

Qty. Description

- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 18" x 18" x 1" poly outrigger pads.
 - * Includes outrigger pad storage.
- 4 Rubber wheel chocks with eye bolt.
- 1 Mounting bracket for water cask for exterior mounting.
 - * Locate on top of the Streetside Front Compartment.
- 1 Cone holder for front bumper mount, swing out.
 - * Hinged on the side nearest the winch fair lead.
- 1 Grab handles as necessary for 3-point contact.
 - * U-Shaped Grab Handle Installed on the SS of the Tailshelf.
 - * Small Grab Handle Installed on the SS Rear Body Sidepack.
- 1 Fixed access step mounted on command post.
- 2 Mud flap with logo 30" tall.
 - Note: Trim As-Required.
- 1 A mounting kit for under 45" flatbed frame height for a pair of mud flaps.
- 1 Grounding Loop Kit:
 - * Consists of (2) grounding copper rings located one at front and one at rear.
 - * Copper U Shaped Ground Lug.
 - * One(1) at Curbside front and One(1) at Curbside rear.
- 1 ELEVEN(11) LOCKING CLASPS (J-HOOKS)
 - * Locate on Curbside of Tailshelf
 - * See Picture
 - * Terex PN: TBD
- 1 ROPE TIE STRAP
 - * Single Short Strap with metal loop on end.

Qty. Description

- * Locate at Tailshelf.
- * Terex PN: TBD
- SINGLE E-TRACK
- * Terex PN: TBD
- * See Picture

- 1 Boom rest for Digger Derrick, H-frame style weldment used on A-frame, Radials or Out/Down outriggers, 36" wide.
- 1 Front pole carrier kit bunk style with a ratchet with 2" wide webbing tie down strap to secure pole and pole bunk arm weldment.
- 1 Rear pole carrier assembly 20-24" bunk style, removable and bed mount.
- 1 Digger Derrick dual position boom rest saddle.
- 1 NOTE:
 - * Compartment Light switch to be wired to Dash.
- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 1 Battery relocation on chassis.
 - * Locate Batteries in Battery Box on Curbside Outrigger Leg.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
 - * Locate One(1) on each side of Boom Rest.
- 2 Strobe mounting bracket.
- 1 Glad Hand Kit
 - *Requires tractor protection valve and air lines to the rear.
- 1 Tekonsha Voyager electric brake control.
- 2 Remote engine stop/start OR two speed control from rear of vehicle.
 - * Start/Stop One(1) each at front bumper and rear bumper.
- 1 T-125 PINTLE HITCH
 - * 30000 LB MGTW

Qty. Description

* 6000 LB MVL

* Terex PN: 65333887

- 1 ICC rear bumper.
- 2 Recovery tow eye, 29,000#.
- 1 7-prong trailer socket.
NOTE: Stop & turn signal lights on combined circuit.
- 1 Oil tank mounting for external reservoirs.
- 70 Fill with Hydraulic oil for general purpose use.
* Refer to the product maintenance manual for specific type to be used.
- 1 1 1/8" x 80' Samson, 2-IN-1 Stable Braid uncoated rope.
- 1 Crosby, Hook and Jam, Swivel, 8.5 ton w/Latch Assy.
- 1 Hannay spring loaded hydraulic hose reel with 4-way roller assembly with 50' of 1/2" Hose Set.
* Quick disconnect HTMA male and female flush faced couplers and dust covers.
* Installed on hose reel with ball stop.

* Locate on CS at rear payout to rear.
- 1 Safety Kit consists of the following:
* 5-lb ABC fire extinguisher with bracket.
* James King triangle reflector kit.
- 1 MANUAL POUCH
* For storage of all operator and parts manuals.
* Terex PN: 65375230
- 2 OUTRIGGER CONTROL VALVE GUARD
* Locate at rear.
* Terex PN: 104318
- 1 Rear view vision square light camera & 7" monitor system.
- 1 VEHICLE HEIGHT PLACARD
* Installed in Cag in view of driver.
* Terex PN: TBD
- 1 Braden PD18C-11DBFEB Hydraulic Single Speed, Front Mounted Bumper Winch Assembly Including:
* 20,000-lb rated capacity.

Qty. Description

* Extended shaft to curb side for take-up reel.

* Four way roller assembly.

* Tool Box

* Tow Angle

* Miscellaneous hose and fittings.

NOTE: Requires a larger hydraulic tank on the Unit Model, if internal tank will require external tank.

1 Wire rope, 5/8" x 200', 6x19, one eye with thimble.

1 FABRICATE SWING AWAY STORAGE FOR MULE TAPE HOLDER & CAPSTAN HEAD & -- LOCKING DOG HOLDER

* Swings toward Curbside

* Mount on Front Bumper

* See Pictures

* Customer to supply shaft sizes needed for holder at time of

* --drawing design.

* Terex PN: Similar to 65077009

1 ELECTRICHYDRAULIC FOOT PETAL

* Uni-Directional Winch Control

* 25-Foot Cable With Trailer Style Connector

* Includes Pay-In/Pay-Out Selector Switch (Meterable)

* Terex PN: 100541

TRAILER SOCKET

* Vendor PN: CH1233

* Terex PN: 94112

1 Shackle 1" with 10 ton capacity.

1 Kill switch at front bumper.

1 Paint C5000 derrick one color.

1 Paint front winch one color.

1 Paint body floor with non-skid paint.

1 Paint compartment top with non-skid paint.

1 Undercoat body.

CHASSIS

**** CHASSIS INFORMATION ****

1 Peterbilt Model 567 6x4 Regular Cab Chassis:

* As per the attached Chassis Specifications.

SPECIAL CHARGES

Qty. Description

- 1 Delivery to Customer.

- 1 ** ADDITIONAL INFORMATION **
 90 N Mountain Ave
 Ashland Oregon 97520

- 1 First Article Inspection, Digital

- 1 ** ALTERED FROM STANDARD **

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

BODY SPECIFICATIONS

DESCRIPTION

178" Line Body 46 inches high X 94 inches wide.

18 Inch compartment depth.

58 Inch bed area.

28 Inch top of floor to top of body.

24 Inch horizontal compartment height.

12 Ga Wheel Wells Covers.

16 Ga. Galvanneal body materials.

12 Ga. Hot rolled treadplate floor.

12 Ga. Hot rolled treadplate compartment tops.

Stainless Steel Automotive rotary type door latches.

Stainless steel rod and socket type door hinges.

Gas Cylinder door holders on all vertical hinged doors and

Chain stops on horizontals.

* Spring Retainers on Horizontal Doors

Double Panel Body Doors.

Rubber rolled crown type fenders. **(Ship Loose - No Cutouts)**

Master door lock system.

LED Rope light compartment lights in all body compartments with Weather Pack Connectors.

* Does not include Boxes or Tailshelf Compartments

* Lights Ship Loose.

Automotive Bulb Type Weatherstripping. **(Ship Loose)**

Front bulk head. **(Ship Loose)**

Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

Tie Downs:

Four (4) Recessed Swivel D-Ring tie downs.

Streetside Compartmentation:

1st Vertical:

23 Inches wide with Three (3) shelves each with adjustable dividers on 4" centers.

2nd Vertical:

23 Inches wide with Six (6) locking/swivel type material hooks 1-4-1.

3rd Vertical:

24 Inches wide with Six (6) locking/swivel type material hooks 1-4-1.

1st Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

2nd Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Hotstick Shelf:

??? Inches long with two poly coated brackets and rear dropdown access door.

BODY SPECIFICATIONS

Curbside Compartmentation:

1st Vertical:

23 Inches wide with Six (6) locking/swivel type material hooks 1-4-1.

2nd Vertical:

23 Inch wide Lift-up Gripstrut access steps to bed area.

* Chain Storage

3rd Vertical:

24 Inches wide with Six (6) locking/swivel type material hooks 2-2-2.

1st Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

2nd Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Bolt Bins: (Ship Loose)

One (1) - 36" long X 12" high X 9" wide.

2nd Row 11" High and 3rd row 6" High, divided into 7 sections each.

Subframe Installation:

Install customer supplied subframe, with outriggers.

* Standard A-Frame Jacks

Possum Belly Storage:

Possum belly storage in Subframe with drop down door at rear

Stop for installing in Possum belly at 120 Inches.

Hose Tunnel Pass Through cutout needed

Tailshelf:

Treadplate tailshelf 34 inches long X Full width of body x 6 inches high with

7-Lamp light bar installed at rear.

3" lip around perimeter of tailshelf notched for drainage.

Wheel Chock Storage:

Two each side built into body wheelwells.

* Pendulum Retainers.

Outrigger Pad Storage: (Bolt-On / Ship Loose)

Four (4) Outrigger Pad Storage Brackets - Specify Pad Size.

* Pendulum Retainers.

Rigid Stirrup Step: (Ship Loose)

One (1) Rigid type perf-grip stirrup step for installing at side access.

BODY SPECIFICATIONS

Cable Step: (Ship Loose)

One (1) Terex PN65338332 Cable type access step under tailshelf

* Bolt-on Style

Tailgate:

Removable Composite wood tailgate 5.5" high X full width of bed area installed at rear of load space.

Removable Composite wood sidegate 5.5" high X full width of step area.

* Includes Pins and Lanyards

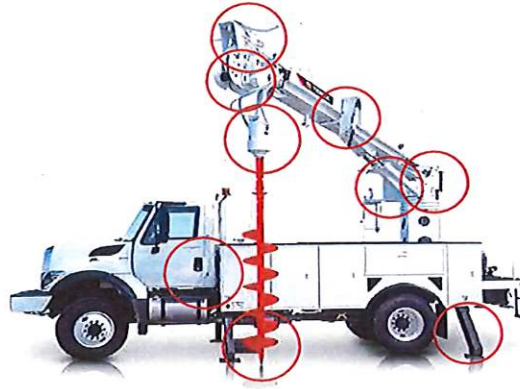
Grab Handles: (Bolt-On / Installed)

Two (2) Bolt-On Type for installing at side access of body.

Two (2) Pool type grab handles for installing top of tailshelf.

Powder Coat Body:

Powder Coat Body and Inside of compartments Taffeta White.



Fleet Maintenance and Inspection Agreements

Contact us NOW for pricing! 1-210-476-7768

- We cater to your needs through pay-as-you-go, customized service agreements.
- We can cover your entire fleet, for all manufacturers!
- Our inspections provide a trusted and certified review of your unit.
- Maintain your Terex Limited Lifetime Structural Warranty eligibility by utilizing Terex Services for your maintenance needs!

Annual Inspection	Basic	Silver	Gold	Platinum
(4 Options)	✓	✓	✓	✓
+ Dielectric Test		✓	✓	✓
+ Lubrication & Filters			✓	✓
+ Rotation Bolt Torque Checks*				✓

We come to you!



180-Day Inspection	Basic	Silver	Gold
(3 Options)	✓	✓	✓
+ Lubrication & Filters		✓	✓
+ Rotation Bolt Torque Checks*			✓

Or you can come to us!



90-Day Inspection	Basic	Silver
(2 Options)	✓	✓
+ Lubrication & Filters*		✓

Get preferential travel rates by including your entire fleet!

•• Be sure to select your preferred inspection level to be quoted.

TEREX SERVICE CENTERS KEEP YOUR EQUIPMENT WORKING



*Terex recommends selecting to comply with ANSI/OSHA requirements.

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Preventive Maintenance and Inspection Program



C6060 Commander - Telescoping Material Handling Digger Derrick

5 = number of years of preventive maintenance service in the quote
 1 = quantity of units to include in the quote

Include field service travel time (otherwise units will be serviced at a branch)
 Please indicate customer location: West of Colorado Mountains

Preventive Maintenance Packages, Single Unit

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.* <i>* NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty</i>	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant - 5 years preventive maintenance - Removal and inspection of leveling chains and insulator rods** <i>** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.</i>	Package includes: See custom package configurator
Standard service price: \$5,600 Your package price: \$4,849	Standard service price: \$7,376 Your package price: \$6,387	Standard service price: \$21,276 Your package price: \$18,423	Standard service price: \$21,276 Your package price: \$18,423	Standard service price: \$12,826 Your package price: \$11,106
You save: \$751	You save: \$989	You save: \$2,853	You save: \$2,853	You save: \$1,720

Select your package: Basic (customer declines, among others, torque check of critical fasteners)
 Silver Gold Platinum Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code:

Commander - Telescoping Material Handling Digger Derrick



= number of years of service

= quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- 90 Days (360 Hours)
- 180 Days (720 Hours)
- 270 Days (1,080 Hours)
- 12 Months (1,050 Hours)
- Dielectric Test (Yearly)
- 5 Years (5,250 Hours)

Include field service travel time

Please indicate customer location:

Custom

Standard service price:

\$12,826

Your package price:

\$11,106

You save:

\$1,720

Visit us at TEREX.com

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$130.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B FEE SCHEDULE

For the Basic Package: \$4,849; for the Silver Package: \$6,387; for the Gold Package: \$18,423; for the Platinum Package: \$18,423; for the Custom Package: \$11,106; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: C6060

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

("Seller")

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a) For Equipment:

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b) For Parts:

(i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;

(ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and

(iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c) For Services:

(i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;

(ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and

(iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.



Peterbilt Of Fargo (P121)
 3611 38Th St. Sw
 Fargo, North Dakota 58104

Terex Utilities
 3140 15Th Ave Se
 Watertown, South Dakota 57201
 United States of America

Les Dondoneau
 Cell Phone: 701-282-6200
 Office Phone: 701-282-6200
 Email: Idondoneau@wdlarson.com

Sheldon Seward
 Cell Phone: 6058825515
 Office Phone: 6058825515

Vehicle Summary

	Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):		18740
Type:	Full Truck	Rr Axle Load (lbs):		40000
Description 1:	567 Ashland W-O Pusher	G.C.W. (lbs):		60000
Description 2:				
	Application	Road Conditions:		
Intended Serv.:	Utility/Lube Service	Class A (Highway)		95
Commodity:	Other Commodity	Class B (Hwy/Mtn)		5
		Class C (Off-Hwy)		0
	Body	Class D (Off-Road)		0
Type:	Platform w/Devices	Maximum Grade:		6
Length (ft):	24	Wheelbase (in):		235
Height (ft):	13	Overhang (in):		100
Max Laden Weight (lbs):	6000	Fr Axle to BOC (in):		86.2
		Cab to Axle (in):		148.8
	Trailer	Cab to EOF (in):		248.8
No. of Trailer Axles:	0	Overall Comb. Length (in):		364
Type:				
Length (ft):	0			
Height (ft):	0			
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	Restrictions			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: April 1, 2021
 Deal: 567 Ashland W-O Pusher
 Printed On: 10/28/2021 9:43:39 AM

100% Complete

Date: October 28, 2021

Quote Number: QUO-866330-C8F7Q9



Sales Code	Std/Opt	Description	Weight
Base Model			
0005671	S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,860
0091200	S	Other Commodity	0
0093140	O	Utility/Lube Service Truck used to service construction and mining equipment. Includes bodies such as, mechanics service bodies, tire hoists, fuel/lube, boom, etc.	0
0095010	O	Platform w/Devices	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH Ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0519180	O	11-5/8" Steel Rails to 444" 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair	582
0611250	O	Heavy-Duty Iron Front Spring Brackets With Front Air Leaf the front spring bracket is iron but not the shackle bracket	35
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0644090	O	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	-64
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1011890	O	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other	137

Price Level: April 1, 2021

100% Complete

Date: October 28, 2021

Deal: 567 Ashland W-O Pusher

Quote Number: QUO-866330-C8F7Q9

Printed On: 10/28/2021 9:43:39 AM



Sales Code	Std/ Opt	Description	Weight
		vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.	
		The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	119
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354840	O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-113
1380070	O	Greasable Front Spring Pins	0
1380270	O	Bendix Air Cam Front Drum Brakes 16.5x6 Includes automatic slack adjusters & outboard mounted brake drums.	-25
1380380	S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
1380490	O	PACCAR FX Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	15
1390630		80mm Front Spring Spacer Blocks	0
1391410	O	Gusseted Cam Brackets, Steer Axle	0
1392060	O	X30 Brake Drums IPO Standard, Steer Axle STEELite X30 light weight brake drums, ideal for tanker / trailer applications and freight hauling. Designed for tractor and trailer applications across standard and high duty cycles.	-22
Rear Axle & Equipment			
1523300	O	Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	142
1616290	S	PHP10 Aluminum PreSet PLUS Hubs	0

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Sales Code	Std/ Opt	Description	Weight
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	4
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or Tri-Drive Axles (Air Rocker Switch occupies the space of two gauges for tandem axle and three gauges for tri-drive axle)	2
1680280	O	Bendix Smart ATC Traction Control	2
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1680500	O	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	O	Stability System Not Selected Or Not Available	0
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60
1704110	O	Ratio 4.11 Rear Axle	0
1824400	O	Hendrickson HMX EX 400 40,000 Lbs., 54" Haulmax, 60K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	198

Engine & Equipment

2072828	S	PACCAR MX-13 455@1600 GV@2200 1650@900 (2021 Emissions)	0
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Sales Code	Std/ Opt	Description	Weight
N20700	AA003	64....CC MAX TARGET SPEED	
N20800	AA004	10....CC MIN ENABLE SPEED	
N22000	AA005	OFF...DYNAMIC CC ENABLE	
N20830	AA006	MT....MULTI TORQUE IN CC	
N21930	AA009	0.....DRIVER REWARD VEH SPD BONUS	
N21940	AA010	-5....DRIVER REWARD VEH SPD PNLTY	
N21920	AA013	BOTH..OFFSET MODE	
N21950	AA015	3.....MIN SPEED FOR DR SHIFT AID	
N21960	AA016	1.....DSA LOWEST ACTV GEAR	
N21970	AA017	6.....DSA HIGHEST ACTV GEAR	
N21640	AA019	YES...EIST PARK BRAKE RESET ENABLE	
N21910	AA022	30....EIST LO CLNT TEMP OVRRDE	
N20870	AA023	80....EIST HI AMBAIR TEMP OVRRDE	
N20860	AA024	39....EIST LO AMBAIR TEMP OVRRDE	
N20900	AA025	5.....EIST PTO MAX IDLE TIME	
N20840	AA026	5.....EIST PARKED MAX IDLE TIME	
N20850	AA027	5.....EIST STANDSTILL IDLE TIME	
N20910	AA029	YES...EIST RESET FROM ENG LOAD	
N21170	AA030	NO....EIST OVERRIDE FROM ENG LOAD	
N21190	AA031	0.....EIST EXPIRATION DISTANCE	
N21230	AA032	YES...EIST ACCEL PEDAL RESET	
N21240	AA033	YES...EIST SERVICE BRK RESET	
N21250	AA034	YES...EIST CLUTCH PEDAL RESET	
N21260	AA035	YES...EIST PTO OVERRIDE	
N20770	AA037	4.....DSL SPD OFFSET	
N20760	AA038	2.....AUTO RTRDR VEH SPD OFFSET	
N20750	AA039	0.1...TIME DELAY FOR RTRDR ACT	
N20940	AA042	1900..FIC MAX ENG SPEED	
N22080	AA043	CNCL..CAB/REM: CUSTOM PRESET 1 FUN	
N22090	AA044	750...CAB/REM: CUSTOM PRESET 1	
N22100	AA045	CNCL..CAB/REM: CUSTOM PRESET 2 FUN	
N22110	AA046	850...CAB/REM: CUSTOM PRESET 2	
N22120	AA047	CNCL..CAB/REM: CUSTOM PRESET 3 FUN	
N22130	AA048	950...CAB/REM: CUSTOM PRESET 3	
N22010	AA049	CNCL..CAB: CUSTOM PRESET 1 FUNC	
N22020	AA050	0.....CAB: CUSTOM PRESET 1	
N22030	AA051	CNCL..CAB: CUSTOM PRESET 2 FUNC	
N22040	AA052	0.....CAB: CUSTOM PRESET 2	
N22050	AA053	CNCL..CAB: CUSTOM PRESET 3 FUNC	
N22060	AA054	0.....CAB: CUSTOM PRESET 3	
N20990	AA055	ON A..CAB: CLUTCH INTLK	
N21010	AA058	ON A..CAB: PARK BRK INTLK	
N21030	AA057	ON A..CAB: NEUTRAL INTLK	
N21150	AA059	ON A..SER BRK INTLK: NO PTO	
N21130	AA060	OFF...CAB: PRESET +/- SWITCH TYPE	
N21180	AA061	2000..CAB: MAX ENG SPD- ACCEL CTRL	
N21120	AA062	2000..CAB: MAX ENG SPD- SW CTRL	
N21020	AA063	6.....CAB:MAX VEH SPEED	
N21200	AA064	650...CAB: MIN ENG SPD	
N21220	AA065	800...CAB: DEDICATED PRESET (-)	
N21270	AA066	900...CAB: DEDICATED PRESET (+)	

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Sales Code	Std/ Opt	Description	Weight
		N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO	
		N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO	
		N21990 AA069 YES...PTO REM PEDAL ENABLE	
		N21600 AA070 ON AD.REM: CLUTCH INTLK	
		N22140 AA071 OFF...REM: CUSTOM INTLK	
		N21700 AA072 ON AD.REM: NEUTRAL INTLK	
		N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO	
		N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL	
		N21110 AA075 2000..REM: MAX ENG SPD-SW/TSC1 CT	
		N21320 AA076 650...REM: MIN ENG SPD	
		N21290 AA077 800...REM: DEDICATED PRESET (-)	
		N21490 AA078 900...REM: DEDICATED PRESET (+)	
		N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE	
		N20690 AA086 64....MAX ACCEL PEDAL VEH SPD	
		N21300 AA087 0.....VSL EXPIRATION DISTANCE	
		N21310 AA088 155...LRSL SPD LMT	
		N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL	
		N20710 AE002 650...IDLE TARGET	
		N20930 AE003 ON....FIC ENABLE/DISABLE	
		N22070 AA056 OFF...CAB: CUSTOM INTLK	
		N22170 AQ001 4.....PCC Max Negative Offset (AQ0	
		N22180 AQ002 4.....PCC Max Positive Offset (AQ0	
2091130	S	VMUX Electronics Architecture	0
2091305	S	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092027	O	MX Retarder State Cruise Control On (Manual Mode Engine Parameter)	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2092065	O	PTO Mode Control - CAB Station	0
2092074	O	Powertrain Protect - Torque Limiting (PACCAR MX) Limits the torque with very high rear end ratio. Required with multi torque ratings.	0
2092079	O	Decline Driver Performance Assistant	0
2092082	S	Engine Monitoring Protection - Derate (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without	0

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		regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2140410	S	Engine Brake Controls Located on RH Column	0
2140460	O	Remote PTO/Throttle, 12-Pin, 250K BOC/BOS J1939, Remote Control Provision	0
2140660	O	CARB Compliant Engine	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	S	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
2522080	S	PACCAR Premium Starter - MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539720	S	Low Voltage Disconnect System	0
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2738410	S	WABCO 25.9 CFM Air Compressor, MX only WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	0
2811160	S	Compression Brake, MX The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
2921180	S	PACCAR Fuel/Water Separator On Engine	0

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Sales Code	Std/Opt	Description	Weight
		Extended life fuel filter, optimized for MX engines and Includes fuel heat, 12V electric heat and WIF sensor.	
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3291680	S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365270	S	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	0
3381770	O	Curved Tip Standpipe(s)	1
3387870	S	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0
Transmission & Equipment			
4024120	O	Eaton FO16E313A-MHP 13-Speed Ultrashift Plus Multi-Purpose High Performance. Includes water-to-oil cooler. Features two-pedal operation for driver convenience. A Hill Start Aid (HSA) feature is included to prevent roll back or roll forward while launching on grades by employing the trucks foundation brakes. Synthetic lubricant to reduce friction, improve efficiency, and extend component life. Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake. Forward ratios: 1st-12.29, 2nd-8.51, 11th-1.00, 12th-0.86, 13th-0.73. Reverse ratios: R1-15.06, R2-12.85, R3-4.03.	190
4210860	O	RPL25 Driveline, 1 Midship Bearing Requires RPL20 Driveline Interaxle (option 4210870) for tandem rear axles. Provides a driveline that is permanently sealed and lubricated. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	105
4210870	O	RPL20 Driveline Interaxle Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commercial vehicles and are permanently lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	0
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fit.	0
4252610	O	Column Mounted Shifter RH Side	0

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Sales Code	Std/ Opt	Description	Weight
4257050	O	Neutral Coast Mode Automated transmission.	0
Air & Trailer Equipment			
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	-2
4520420	O	Pull Cords All Air Tanks	1
4540420	S	Nylon Chassis Hose	0
4543340	O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	-45
4610925	O	Non-Self Returning Brake Hand Valve Dash mounted controls	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	6
4612900	O	AE Connection EOF, 7-Way Socket, Connection EOF Strapped to the rail	15
Tires & Wheels			
5058570	O	FF: MN 18ply 385/65R22.5 XZY3 Efficiency Rating: Poor An all-position wide base radial design for heavy front axle mixed service in on/off road applications. Diameter = 42.4 inches; SLR = 19.6 inches.	130
5158660	O	RR: MN 16ply 11R22.5 XDN2 Efficiency Rating: Poor All weather, directional, premium drive tire optimized for exceptional traction and mileage in line haul and regional applications. Diameter = 41.7 inches; SLR = 19.5 inches	152
5190008	S	Code-rear Tire Qty 08	0
5210570	O	FF: Accur Stl Armor 29806PK 22.5X12.25 PHP10-5 hand holes	100
5310600	O	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	136
5390008	S	Code-rear Rim Qty 08	0

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Sales Code	Std/Opt	Description	Weight
Fuel Tanks			
5534130	O	23" Aluminum 80 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	18
5602080	O	Location LH U/C 80 Gallon	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
5760010	O	RH Tank None Furnished	-86
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-60
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6112010	O	Aluminum Bumper Tapered Painted Two tow points	-41
6132450	O	Heavy Duty External Tow Eye IPO Standard	42
Cab & Equipment			
6515760	O	Vocational 115 BBC Alum Cab and Metton Hood SFFA Stainless steel crown and grille with tilt assist.	-60
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6700000	S	No Sleeper Selected	0
6800510	O	Fender Lips 2.25" Wide	6
6911100	S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standard vinyl finish - color coordinate with interior color.	0

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Sales Code	Std/Opt	Description	Weight
6921140	O	Peterbilt ST Passenger seat Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and Improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standand vinyl finish - color coordinate with interior color.	40
6930580	O	Drivers Armrests - LH & RH	4
6939400	S	Air Ride Driver	0
6939420	S	High Back Driver	0
6939480	O	Mordura Driver	0
6939500	O	Air Ride Passenger	0
6939520	S	High Back Passenger	0
6939580	O	Mordura Passenger	0
7000025	S	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7037130	S	Prestige Interior - Sterling Gray	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant, Available on Day Cab specifications only.	6
7210510	O	3-Piece Glass Rear Cab Window, All Pieces Fixed	12
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	8
7514010	O	Peterbilt Aero Rear View Mirror, Motorized	3

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Sales Code	Std/Opt	Description	Weight
		Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	
7514020	O	Aero Rear View Mirror Housing - Body Color (Same Color as Vehicle Body)	0
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7620400	O	(2) PB Air Horns Round, 23" Length, Roof Mounted Round horn shield.	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728030	O	Radio Mute When In Reverse For automatic or automated transmission	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0
7788056	S	24 Months SmartLINQ Subscription With OTA Functionality - PACCAR MX Engines	0
7851100	O	Stationary Grille w/o Fepto Extension	4
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7901130	O	Backup Alarm (107 DB)	3
8011830	S	Engine Oil Temperature Located in Digital Cluster Display.	0
8021800	S	Air Filter Restriction Pressure Gauge	0

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Sales Code	Std/ Opt	Description	Weight
		Located in Digital Cluster Display	
8021810	S	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0
8021830	O	Increased Air Filter Full Indication For air filter restriction gauge	0
8022800	O	Fuel Filter Restriction Pressure Located in Digital Cluster Display.	0
8070080	O	(2) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0
8070810	S	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
8070820	S	Engine Percent Torque Located in Digital Cluster Display	0
8070830	O	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter.	0
8071470	O	ABS Off-Road Switch Bendix ATC is required on the specification. Off-Road switch allows some wheel slippage prior to ATC activation. Off-Road switch will cause the ATC light to flash, reminding the driver of a condition. Switch should only be used in extreme conditions such as snow, ice or mud.	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	0
8110070	S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
8120990	S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0
8131160	O	Over-Ride Switch For Daytime Running Lights Momentary switch	0
8133960	S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	Self-Canceling Turn Signal	0
8140080	O	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	2
8140850	O	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	1
Paint			
8500710	S	Standard Paint Color Selection	0

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Sales Code	Std/Opt	Description	Weight
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A- L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
9400092	S	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9407103	O	Prepaid Freight Delivery Increase For 2022 Delivery	0
9408704	O	Base Warr: Emissions (CARB Surcharge) 5YR/350K MI- MX Engine<460HP	0

Miscellaneous

9409001	S	Day Cab / Prestige Interior (DM)	0
9409091	O	State Registry: South Dakota	0
9409897	O	Cancel/Reorder Reorder Chassis	0

Promotions

Order Comments

Total Weight

16,750

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at

Price Level: April 1, 2021

100% Complete

Date: October 28, 2021

Deal: 567 Ashland W-O Pusher

Quote Number: QUO-866330-C8F7Q9

Printed On: 10/28/2021 9:43:39 AM



the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

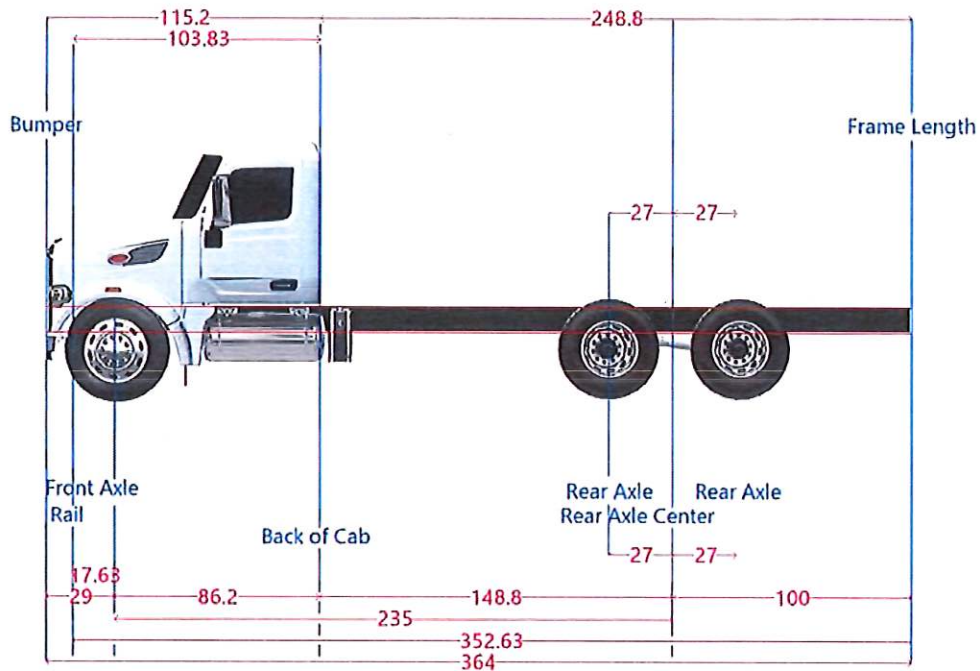


Shipping Destinations

Intermediate Destination: none

Final Destinations	Quantity
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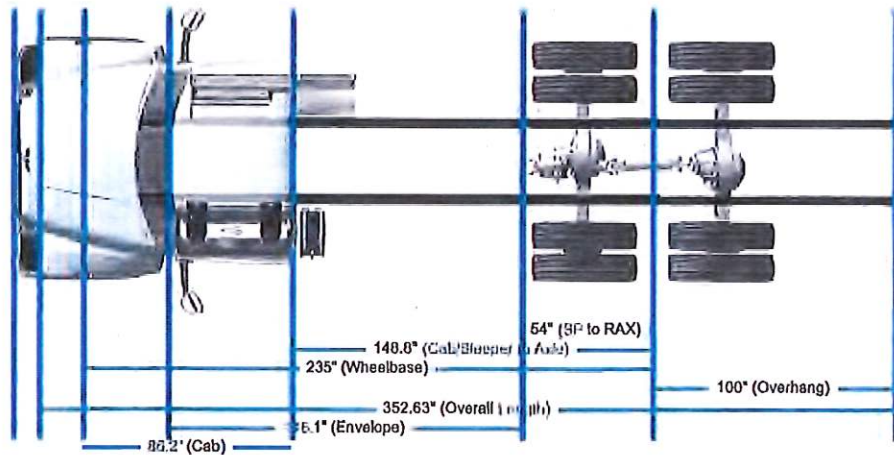
HORIZONTAL DIMENSIONS



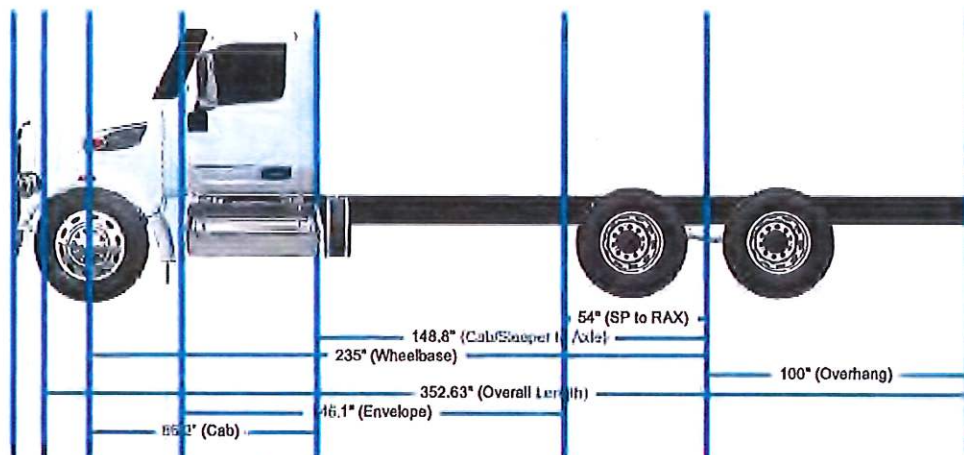
Dimension	Measurement	Start	End
Axle Spacing	54	208	262
Bumper to Back of Cab	115.2	-29	86.2
Bumper to Front Axle	29	-29	0
Bumper to Front Frame	11.37	-29	-17.63
Cab to End of Frame	248.8	86.2	335
Cab to End of Frame/Loadspace	CAB TO END OF FRAME EQUALS LOADSPACE ON THIS CONFIGURATION.		
Cab to Rear Axle	148.8	86.2	235

Effective Bumper to Back Of Cab	113.2	23	335
Frame Length	352.63	-17.63	335
Front Axle to Back of Cab	86.2	0	86.2
Front of Frame to Axle	17.63	-17.63	0
Load Space	248.8	86.2	335
Overall Length	364	-29	335
Overhang	100	235	335
Pusher Offset #1	0	208	235
Pusher Offset #2	0	208	235
Pusher Offset #3	0	208	235
Tag Offset	0	235	262
Wheelbase	235	0	235

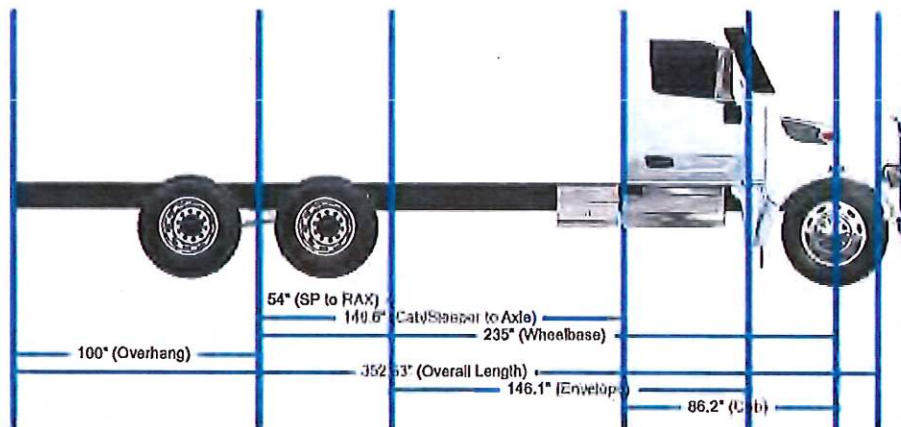
Dtpto: Truck Model: 567 Customer: Terex Utilities



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Dtpo: Truck Model: 567 Customer: Terex Utilities

Selected Options

Sales Option	Description	Width	Side
5534130	23" Aluminum 80 Gallon Fuel Tank L...	23	Left
5655019	DEF Tank Small, HD 14 Gal 2.1M M...	23	Left
6040550	Aftertreatment Aluminum Non-Slip C...	18	Right
6010780	Aluminum Space Saver Battery Box ...	18	Right

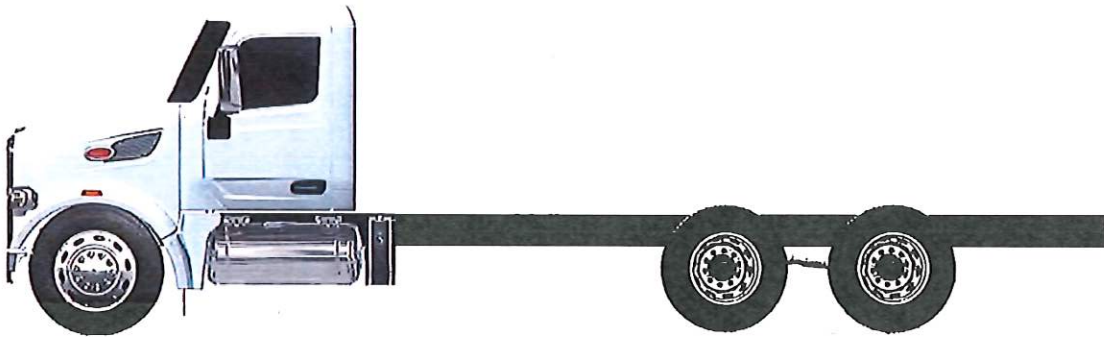
Available Space: Left: 81.7 in. Center: 149.1 in. Right: 68.5 in.

10/28/2021, 11:40:06 AM

WEIGHT DISTRIBUTION

Model: 567

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 51 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	9033	7717	16750
Tools/Driver	306	69	375
Fuel & DEF	484	193	677
Max Payload	8916	32022	40938
Auxiliary Payload	0	0	0
Total	18740	40000	58740
Specify Ground Load	18740	40000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches
 Selected rearmost setting is 0 inches
 Wheelbase measurement: 235 inches
 Overhang measurement: 100 inches

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243050	Power Steering Sheppard HD94 Dual	22,000
Hubs, Drums	1354840	PHP10 Iron PreSet PLUS Hubs	23,000
Tires	5058570	FF: MN 18ply 385/65R22.5 XZY3	18,740
Wheels	5210570	FF: Accur Stl Armor 29806PK 22.5X12.25	23,000

Minimum: 10,000

Maximum: 18,740

The front axle weight rating cannot exceed 18740

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523300	Dana Spicer DSP41 40,000 lb	40,000
Hubs, Drums	1616290	PHP10 Aluminum PreSet PLUS Hubs	78,000
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	40,000
Tires	5158660	RR: MN 16ply 11R22.5 XDN2	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Minimum: 20,000
Maximum: 40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	60,000
Min	58,740
Max	110,000

The Gross Combination Weight Rating rating cannot exceed 110000

FRAME RAKE

The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

These characteristics are considered to be out of standard range: Laden rake more than 1% of wheelbase from level (positive or negative).

VERTICAL DIMENSIONS

Component	Sales Code	Description	Laden	Unladen
Frame	0519180	11-5/8" Steel Rails to 444"	11.6	11.6
Front Spring	1114030	Taper Leaf Springs, Shocks 20,000 lb	8.0	9.9
Front Axle Drop 3.5"	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.	1390630	80mm Front Spring Spacer Blocks	3.1	3.1
Front Tires	5058570	FF: MN 18ply 385/65R22.5 XZY3	19.6	20.4
Front Frame Height			41.9	44.6
Frame	0519180	11-5/8" Steel Rails to 444"	11.6	11.6
Guppy Belly Adj.	Vertical Dimensions 0000000	No Adjustment.	Laden 30.5	Unladen 33.4
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	83.7	83.7
Saddle Height Adj.	Ground to Top of Roof or Faring 0000000	No Adjustment.	114.2	117.1
Restrictor Can Adj.	Exhaust Height 0000000	No Adjustment.	124.7	127.6
Restrictor Can Adj.	Ground Clearance 0000000	No Adjustment.	0.0	0.0

LH U/C	Rear Frame Height	42.6	45.8
DEF Tank	Frame Rake	0.7	1.2
RH BOC 1	Frame Rake Slope (%)	0.3	0.5
LH BOC 1		N/A	
RH BOC 2		N/A	
LH BOC 2		N/A	

SPEED & GRADE PERFORMANCE REPORTS

Top Speed At Grade (Engine Fan Off)

Configuration:	Model 567 / Full Truck GCW: 60000
Quote/DTPO/CO:	QUO-866330-C8F7Q9
Engine:	2072828 PACCAR MX-13 455@1600 GV@2200 1650@900
Transmission:	4024120 Eaton FO16E313A-MHP 13-Speed Ultrashift Plus
Rear Axle:	1523300 Dana Spicer DSP41 40,000 lb
Rear Tire:	5158660 RR: MN 16ply 11R22.5 XDN2 Revs/Mile: 496
Operating Conditions:	0% Rolling Resistance

Top Speed At Grade (0%)
88.7 MPH @ 2200 RPM
Gear: 13 (0.73)

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration:	Model 567 / Full Truck GCW: 60000
Quote/DTPO/CO:	QUO-866330-C8F7Q9
Engine:	2072828 PACCAR MX-13 455@1600 GV@2200 1650@900
Transmission:	4024120 Eaton FO16E313A-MHP 13-Speed Ultrashift Plus
Rear Axle:	1523300 Dana Spicer DSP41 40,000 lb
Rear Tire:	5158660 RR: MN 16ply 11R22.5 XDN2 Revs/Mile: 496
Operating Conditions:	0% Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
12.29	46.35
8.56	32.29

Engine RPM:	450	550	650	750	800	850	900	1000	1088	1125	1163	1200	1250	1325	1400	1425	1450	1500	1600	1675	1700	1800	1900	1950	2000
Gross Torque:	885	885	1130	1374	1496	1619	1650	1650	1650	1650	1650	1650	1650	1650	1628	1607	1564	1496	1401	1307	931	668	536	2	
Net Torque:	763	774	1010	1242	1358	1474	1505	1508	1510	1511	1511	1512	1513	1514	1515	1495	1476	1437	1374	1287	1200	851	607	485	2
Net HP:	65	81	125	177	207	239	258	287	313	324	335	345	360	382	404	406	407	410	419	410	388	292	220	180	

Gear Ratios: TRN (1): 12.29 RAX (1): 4.11	
Speed (MPH):	1.1 1.3 1.6 1.8 1.9 2.0 2.2 2.4 2.6 2.7 2.8 2.9 3.0 3.2 3.4 3.4 3.5 3.6 3.8 4.0 4.1 4.3 4.6 4.7
Grade (%):	40.1 40.8 56.9 77.0 89.7 100 100 100 100 100 100 100 100 100 100 100 100 99.9 91.7 81.6 72.9 45.7 30.8 24.0 1
Gear Ratios: TRN (2): 8.56 RAX (1): 4.11	
Speed (MPH):	1.5 1.9 2.2 2.6 2.8 2.9 3.1 3.4 3.7 3.9 4.0 4.1 4.3 4.6 4.8 4.9 5.0 5.2 5.5 5.8 5.8 6.2 6.5 6.7
Grade (%):	26.6 27.0 36.4 46.7 52.2 58.2 59.9 60.0 60.2 60.2 60.2 60.3 60.3 60.4 60.5 59.4 58.3 56.2 53.1 48.8 44.7 30.0 20.7 16.3
Gear Ratios: TRN (3): 6.05 RAX (1): 4.11	
Speed (MPH):	2.2 2.7 3.2 3.6 3.9 4.1 4.4 4.9 5.3 5.5 5.7 5.8 6.1 6.4 6.8 6.9 7.1 7.3 7.8 8.1 8.3 8.8 9.2 9.5 1
Grade (%):	18.3 18.5 24.7 31.1 34.4 37.8 38.7 38.8 38.9 38.9 38.9 38.9 39.0 39.0 39.0 38.4 37.8 36.7 34.8 32.3 29.9 20.5 14.3 11.2
Gear Ratios: TRN (4): 4.38 RAX (1): 4.11	
Speed (MPH):	3.0 3.7 4.4 5.0 5.4 5.7 6.0 6.7 7.3 7.6 7.8 8.1 8.4 8.9 9.4 9.6 9.7 10.1 10.8 11.3 11.4 12.1 12.8 13.1 1
Grade (%):	12.9 13.1 17.4 21.8 24.0 26.3 26.9 26.9 27.0 27.0 27.0 27.0 27.0 27.0 27.1 26.7 26.3 25.5 24.3 22.6 21.0 14.5 10.1 7.9
Gear Ratios: TRN (5): 3.2 RAX (1): 4.11	
Speed (MPH):	4.1 5.1 6.0 6.9 7.4 7.8 8.3 9.2 10.0 10.3 10.7 11.0 11.5 12.2 12.9 13.1 13.3 13.8 14.7 15.4 15.6 16.6 17.5 17.9 1
Grade (%):	9.2 9.4 12.4 15.5 17.1 18.7 19.1 19.1 19.2 19.2 19.2 19.2 19.2 19.2 19.2 18.9 18.7 18.1 17.3 16.1 14.9 10.3 7.1 5.5
Gear Ratios: TRN (6): 2.29 RAX (1): 4.11	
Speed (MPH):	5.8 7.1 8.4 9.6 10.3 10.9 11.6 12.9 14.0 14.5 14.9 15.4 16.1 17.0 18.0 18.3 18.6 19.3 20.6 21.5 21.8 23.1 24.4 25.1 2
Grade (%):	6.4 6.5 8.7 10.8 11.9 13.0 13.3 13.3 13.3 13.3 13.4 13.4 13.4 13.4 13.4 13.2 13.0 12.6 12.0 11.2 10.3 7.1 4.8 3.6
Gear Ratios: TRN (7): 1.95 RAX (1): 4.11	
Speed (MPH):	6.8 8.3 9.8 11.3 12.1 12.8 13.6 15.1 16.4 17.0 17.6 18.1 18.9 20.0 21.1 21.5 21.9 22.6 24.1 25.3 25.7 27.2 28.7 29.4 3

Grade (%): 5.3 5.4 7.3 9.1 10.0 10.9 11.2 11.2 11.2 11.2 11.2 11.2 11.2 11.2 11.0 10.9 10.6 10.0 9.3 8.6 5.8 3.9 2.9

Gear Ratios: TRN (8): 1.62 RAX (1): 4.11

Speed (MPH): 8.2 10.0 11.8 13.6 14.5 15.4 16.4 18.2 19.8 20.4 21.1 21.8 22.7 24.1 25.4 25.9 26.3 27.3 29.1 30.4 30.9 32.7 34.5 35.4 3

Grade (%): 4.3 4.3 5.9 7.4 8.2 8.9 9.1 9.1 9.1 9.1 9.1 9.1 9.1 9.1 9.1 9.0 8.8 8.5 8.1 7.5 6.9 4.6 3.0 2.1

Gear Ratios: TRN (9): 1.38 RAX (1): 4.11

Speed (MPH): 9.6 11.7 13.9 16.0 17.1 18.1 19.2 21.3 23.2 24.0 24.8 25.6 26.7 28.3 29.9 30.4 30.9 32.0 34.1 35.7 36.3 38.4 40.5 41.6 4

Grade (%): 3.5 3.6 4.9 6.2 6.8 7.5 7.6 7.6 7.6 7.6 7.6 7.6 7.6 7.6 7.5 7.4 7.3 7.1 6.7 6.2 5.7 3.7 2.3 1.6

Gear Ratios: TRN (10): 1.17 RAX (1): 4.11

Speed (MPH): 11.3 13.8 16.4 18.9 20.1 21.4 22.6 25.2 27.4 28.3 29.3 30.2 31.4 33.3 35.2 35.8 36.5 37.7 40.2 42.1 42.8 45.3 47.8 49.1 5

Grade (%): 2.9 2.9 4.0 5.1 5.6 6.2 6.3 6.3 6.3 6.2 6.2 6.2 6.2 6.2 6.2 6.0 5.9 5.7 5.4 4.9 4.5 2.8 1.6 1.0 -

Gear Ratios: TRN (11): 1 RAX (1): 4.11

Speed (MPH): 13.2 16.2 19.1 22.1 23.5 25.0 26.5 29.4 32.0 33.1 34.2 35.3 36.8 39.0 41.2 41.9 42.7 44.1 47.1 49.3 50.0 53.0 55.9 57.4 6

Grade (%): 2.3 2.4 3.3 4.2 4.6 5.1 5.2 5.2 5.1 5.1 5.1 5.1 5.1 5.1 5.0 5.0 4.9 4.8 4.6 4.3 3.9 3.5 2.0 0.9 0.4 -

Gear Ratios: TRN (12): 0.86 RAX (1): 4.11

Speed (MPH): 15.4 18.8 22.2 25.7 27.4 29.1 30.8 34.2 37.2 38.5 39.8 41.1 42.8 45.3 47.9 48.8 49.6 51.3 54.8 57.3 58.2 61.6 65.0 66.7 7

Grade (%): 1.9 1.9 2.7 3.4 3.8 4.2 4.3 4.2 4.2 4.2 4.1 4.1 4.1 4.0 4.0 3.9 3.8 3.6 3.3 2.9 2.6 1.3 0.3 -0.2 -

Gear Ratios: TRN (13): 0.73 RAX (1): 4.11

Speed (MPH): 18.1 22.2 26.2 30.2 32.3 34.3 36.3 40.3 43.9 45.4 46.9 48.4 50.4 53.4 56.4 57.5 58.5 60.5 64.5 67.5 68.5 72.6 76.6 78.6 8

Grade (%): 1.5 1.5 2.1 2.7 3.0 3.3 3.4 3.3 3.3 3.2 3.2 3.2 3.1 3.0 2.9 2.9 2.8 2.6 2.3 1.9 1.6 0.4 -0.4 -0.9 -

Engine RPM:	450	550	650	750	800	850	900	1000	1088	1125	1163	1200	1250	1325	1400	1425	1450	1500	1600	1675	1700	1800	1900	1950	2050
Gross Torque:	885	885	1130	1374	1496	1619	1650	1650	1650	1650	1650	1650	1650	1650	1650	1628	1607	1564	1496	1401	1307	931	668	536	273
Net Torque:	763	774	1010	1242	1358	1474	1505	1508	1510	1511	1512	1513	1514	1515	1495	1476	1437	1374	1287	1200	851	607	485	241	
Net HP:	65	81	125	177	207	239	258	287	313	324	335	345	360	382	404	406	407	410	419	410	388	292	220	180	94



Join



Terex/Genie

Public Utility Equipment & Services

#012418-TER

Maturity Date: 03/14/2022

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 012418-TER gives access to the following types of goods and services:

- Aerial devices
- Digger derricks
- Auger drills
- Technician services - in the shop & field service
- ANSI inspection services

Additional information can be found on the vendor-provided, nongovernment website at:
terex.com/utilities/en/support/government

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk of the Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

012418 PUBLIC UTILITY EQUIPMENT WITH RELATED

National Joint Powers Alliance; Bid Location Staples, MN, Todd County; Due 01/24/2018 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/8/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 1st DAY OF February, 2018

Michelle Ropp

Notary Public-State of Oregon



**THE NATIONAL JOINT
POWERS ALLIANCE® (NJPA)
PUBLIC UTILITY EQUIPMENT
WITH RELATED ACCESSORIES
AND SUPPLIES**

**Proposals due 4:30 pm,
January 24, 2018**

REQUEST FOR PROPOSAL

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.
Published Dec. 8, 2017. 11451876

Kim Austin
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11451876
Client Reference No:

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Terex Utilities Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
G	6.23.1.1	Added - in accordance with ISO standard forms	NJPA accepts.
G	6.26	Added - except for the negligence and willful misconduct	NJPA accepts.
B	8.8	Added - No party shall be liable hereunder for incidental, indirect or consequential Damages, even if advised of the possibility thereof	NJPA accepts.

Proposer's Signature: *Stephen E. ...* Date: 1/23/2015

NJPA's clarification on exceptions listed above:

Review and Approved:
[Signature] 3-1-15
 NJPA Legal Department

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Terex Utilities Inc. Date: January 23, 2018

Company Address: 500 Oakwood Rd

City: Watertown State: SD Zip: 57201

CAGE Code/Duns & Bradstreet Number: 00-625-0484

Contact Person: Stephanie Evans Title: Sales Operations Manager

Authorized Signature:  Stephanie Evans
(Name printed or typed)

**FORM E
CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-TER

Proposer's full legal name: Terex Utilities Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauelle
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-TER

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Terex Utilities

Authorized Signatory's Title Vice President



VENDOR AUTHORIZED SIGNATURE

James M. Lohan

(NAME PRINTED OR TYPED)

Executed on March 15, 2018

NJPA Contract # 012418-TER

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Terex Utilities Inc.

Questionnaire completed by: Nick Camissa

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Net 30**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Terex Financial Services can offer municipal lease financing through Wells Fargo Equipment Finance as long as the entity meets qualifying guidelines as municipality and include an annual appropriation clause.

Municipal Lease Structures:

Finance Lease (\$1-out Lease)

Operating Leases (FMV)

Terms:

36-72 months (depending on the equipment)

Rates:

Fixed payment over the life of the term (based on credit rating)

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **Terex Utilities, along with distributors, Commercial Truck Equipment, JA Kiley Company, Ring Power, Utility One Source (UOS) and Wajax continue to create the most comprehensive sales and service offerings across North America for public power utility customers. Our team is committed and engaged with our partners to listen, understand and quickly provide solutions. After understanding our customer needs we direct customers to the standard packages offered in the RFP. If there are any options the customer is requesting, they are quoted as open market items at the same NJPA discount. At the end of each month we report all sales that were sold through NJPA. The reporting will come from a contact at Terex Utilities. This will also include any sales from our dealer network as well.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Parts and Service customers are able to use a P-card for their purchases.**

Warranty – See attached Manufactures Limited Product Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor? **Yes**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Terex Utilities Inc.

Address: 500 Oakwood Rd

City/State/Zip: Watertown, SD 57201

Telephone Number: 605-882-5604

E-mail Address: stephanie.evans@terex.com

Authorized Signature: 

Authorized Name (printed): Stephanie Evans

Title: Sales Operations Manager

Date: 1/23/18

Notarized

Subscribed and sworn to before me this 23rd day of January, 20 18

Notary Public in and for the County of Codington State of South Dakota

My Commission Expires

My commission expires: September 9, 2021

Signature: 

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? All of our models are designed with an intended use. If warranty damage looks outside normal use/wear and tear, communication is started with the customer to come to a resolution.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Travel time is covered for the first 90 ninety days from the date of truck/unit in-service.
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? No
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? See provided warranty document
 - What are your proposed exchange and return programs and policies? These are handled by our service technicians and dealers.
- 6) Describe any service contract options for the items included in your proposal. National service rates and other ANSI required services have been provided as options in the RFP.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. Specifications for new aerial devices, digger derricks, auger drills, technician services in the shop and field service, and other ANSI required inspection services have been provided for this RFP.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) See provided pricing sheet for all equipment and services.
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer. A NJPA discount has been applied to the sale price of the units as indicated in the attached NJPA 2018 Contract Pricing.
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. Quotes for open market items are provided at the customers request and are priced at the same discount levels for NJPA members.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. Overseas freight will be quoted as an additional charge due to the changing market rates.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. Freight is included for any new truck purchased in the lower 48 states. An additional line item will

be quoted for freight outside the lower 48 states. For parts and services, freight will be quoted at current market rates due to the changing needs of the end users.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. Freight is included to get the trucks to the closest shipping port. Once at the port the title and risk of the truck is transferred to the customer and the truck (per the customer's direction and by their freight forwarder), is loaded onto a ship and delivered to an agreed upon port by the customer. This is a pretty common practice for Terex in the Alaska and Hawaii markets. Final stage manufacturing of Canadian trucks is typically done in Canada by our distributors, and if they are built at our factory, shipping and export compliance is the responsibility of the distributor.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. *N/A*
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. *As a public company we operate with transparency. Our Sales Operations and Service team will calculate all NJPA sales. Our accounting team is given a copy of the monthly sales to process the fees associated with any of the NJPA sales.*
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) *Terex Utilities and our dealers are offering a 1% fee paid to NJPA for any new trucks, services and parts sold through NJPA.*

Industry-Specific Questions

- 19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users. *Simplifying the operation of our units is something we take into account when designing any new product or enhancing our existing products. Example: Our Digger Derrick models come in 5 different product families ranging from 42' -95'. An operator can safely and easily move from a 42' to a 95' because they have the same control system available for each. There is really no difference in the operation except for the size of the unit. This same thought process carries over to our articulating aerial devices as well. An operator can move from a smaller 37' model into 75' model with virtually no change in the way the unit operates. Our articulating / telescoping models all operate the same as well. This simplification allows the operators to safely move between boom sizes and operate the units the same way.*
- 20) Provide examples from your product offering that are not available from most competitors in this industry. *As the innovation leader in the utility equipment industry, Terex Utilities offers our "Load Alert System" that monitors platform and jib capacity on aerial devices and digger derricks and notifies the users if they are in jeopardy of overloading the device. Terex also offers a "True Level Pedestal" for operators needing to safely work on slopes up to 20 degrees. Terex is currently in the process of patenting a lanyard attachment to interlock the boom from operating unless an operator's harness is clipped and secured into the boom.*
- 21) Explain how your equipment in this category reduces down-time on the job site. *Our simplified hydraulic systems reduce the complexity that some of our competitors offer. This simplification increases the uptime*

while reducing complexity making for a more reliable truck. We also have multiple parts central locations in the central and west coast time zones as well as our local service and parts centers to ship parts globally when requested.

- 22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job. We have worked with multiple telematics providers to integrate the boom functions into the daily operation of our trucks. Customers appreciate our flexibility to work with their current providers so they do not have to do anything special and sign up with another provider.
- 23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum? As a global manufacture, Lean manufacturing has been part of our DNA for over 20 years. This lean journey has allowed us to improve our quality, cost and manufacturing process. Our price increases are kept to a minimum and are aligned with typical market increases.
- 24) Explain how your distributors are set up to provide service and support for equipment in this industry. Our distributors have been longtime partners of ours and offer all of the same aftermarket services that our factory direct service team offer in both the shop and field.
- 25) Identify how your products, services and supplies address the scope of this RFP. Terex Utilities has been a leader in the utility equipment industry for over 70 years. We are integrated in all phases of the utility equipment industry with the equipment, services and parts that we provide. As a longtime partner with NJPA we have changed and added models and services to meet your members changing needs. The changes we have seen were added in the scope of the RFP with additional models and services offered.

Signature:



Date:

1/23/2018



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

(Revision 3)

Date: 11/5/2021

Sourcewell 2022 Contract Number: 012418-TER (Ref. Quote #QU14266 - C6060)

Quote Number: QU16852 Unit: C6060

ASHLAND MUNI. ELECT. UTILITY
90 NORTH MOUNTAIN AVENUE
ASHLAND, OR 97520
(541) 552-2355
Attention: WES HOADLEY

U,B&I Baseline Price (Ref. QU14266): \$184,062
Chassis Baseline Price (Ref. QU14266): \$103,382

U,B&I Open Market Items (QU16852): \$65,220
Chassis Open Market Items (QU16852): \$46,272

Grand Total Each: \$398,936

See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: CPT Destination
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360 +

Same as FOB Ashland OR per Michael Bilden

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Steve Felt
Sales Coordinator

Mike Bilden
Account Manager

⚠WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov.

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

Options

Date	11/5/21
Quote(s) #	QU16852
Customer Name	ASHLAND MUNI. ELECT. UTILITY
Customer PO #	

No.	Description	Selling Price	Options:
1	Docking station for Remote Radio Controls Storage Only: * Provides a steel control bracket for mounting on below rotation.	\$243	<input type="checkbox"/> Add Option
2	Remote Radio Controls Storage for inside of cab or body compartment.	\$135	<input type="checkbox"/> Add Option
3	Shoulder Harness for Radio Control.	\$135	<input type="checkbox"/> Add Option
4		\$0	<input type="checkbox"/> Add Option
5		\$0	<input type="checkbox"/> Add Option
6		\$0	<input type="checkbox"/> Add Option
7		\$0	<input type="checkbox"/> Add Option
8		\$0	<input type="checkbox"/> Add Option
9		\$0	<input type="checkbox"/> Add Option
10		\$0	<input type="checkbox"/> Add Option
11		\$0	<input type="checkbox"/> Add Option
12		\$0	<input type="checkbox"/> Add Option
13		\$0	<input type="checkbox"/> Add Option



Total:

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of 12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, bells, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

11/05/2021

Quote Number: QU16852-15

ASHLAND MUNICIPAL ELEC UTIL

90 N MOUNTAIN AVE
ASHLAND, OR 97520
Attention: WES HOADLEY

Phone: 541-552-23

Qty. Description

UNIT

- 1 One (1) new Terex Commander 6060 model hydraulic rotating digger derrick with a turntable winch.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
- * Meets ANSI/ASSE A10.31-2019.

Elevation:

- * From +80 degrees above horizontal to -20 degrees below horizontal.

Dual Lift Cylinders:

- * Double-acting cylinders with chrome plated rods and integral holding valves. Trapezoid mounting design offers greater boom support and stability providing less wear and longer life. Either cylinder can hold the rated lifting capacity of the derrick.

Steel Lower Boom:

- * The boom is a fabricated box utilizing high-strength steel plates.

Steel Intermediate Boom:

- * Fabricated box constructed of high strength steel. Powered by a double acting hydraulic cylinder equipped with integral holding valves on both extend and retract ports.

Fiberglass Hydraulic Upper Boom:

- * Capable of lifting the hydraulic capacity of the derrick in all positions.
- * Tested and rated for line voltage up to and including 46 KV AC.
- * Tapered non-metallic rollers mounted at the end of the intermediate boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.

Continuous And Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

Miscellaneous:

- * Relief valves to protect the derrick circuits and digger-winch circuits.
- * Hydraulic hoses are equipped with permanent type hose fittings.
- * A custom load chart stating actual lifting capacity considering all final options, chassis, body,

Qty. Description

outriggers, and other fixed equipment with capacity based on completed unit stability is included.

* A boom-angle indicator and decal are mounted on each side of the lower boom.

* All metallic components of the complete digger derrick device are prime painted.

* Two complete manuals providing operational and maintenance procedures, and a replacement parts listing.

* Warning decals provided with unit.

Turntable Winch Including Transferable Pole Buddy Assembly:

* 15,000 lb. bare drum capacity planetary winch equipped with hydraulic counterbalance valve mounted on the derrick turntable. Equipped with flanged pole buddy transferable from intermediate boom to upper boom.

Bare Boom Lift Capacities:

* Boom Angle: All Booms Retracted

* Maximum Elevation 38050 lbs.

* 10 Ft. Radius 18100 lbs.

Work Zone Capacities:

Median Digging Radius 26.9 ft.

Digging Capacity at Median Radius 3194 lbs.

Lift Capacity at Median Radius 5025 lbs.

Sheave Height:

* With intermediate boom extended, 47.2 ft. at maximum elevation.

* With upper boom extended, 60.0 ft. at maximum elevation.

* Dimensions are based on a 40" chassis frame height.

Load Radius:

* 37.3 ft. from C/L of rotation, at 0 degree, intermediate boom extended.

* 50.3 ft. from C/L of rotation, at 0 degree, upper boom extended.

1 RH Open Front Command Post With Dual Joystick Pilot Operated Controls with Radio Remote Control:

* Controls have integral interlock switches and adjustable arm rests.

* Right hand joystick operates all boom function of up/down and extensions.

* Left hand joystick operates digger, winch and turntable rotation functions.

* Control joysticks include electrical interlocks that activate a hydraulic dump valve that provide flow to main control valve.

* Red Emergency stop plunger.

* Start/Stop on control panel.

* Two Speed auger switch.

* Glycerin filled pressure gauge is provided to monitor system pressure.

* Permanent type control decals are provided.

* Adjustable cushioned operator seat is provided as standard and includes side rails.

* Hydraulic foot throttle.

* Includes a control and horn.

Radio Remote Control:

* Includes (1) waist harness, (2) rechargeable batteries, (1) battery charger, (1) receiver, (1) transmitter, and placards.

1 Operator LED light at controls at command post.

Qty. Description

- 1 Pole Guide and Interlock For Transferable Pole Buddy:
 - * Hydraulic cylinders equipped with holding valves operate the tilt and open/close on pole guide arms.
 - * Pole guide hoses are contained in a chain type carrier, installed on the side of the boom.
 - * Transfers from the end of the intermediate boom to the end of the upper boom and vice versa.
 - * The pole guide is installed on the transferable pole buddy flange assembly.
 - * Protects both the pole guide and the boom from accidental damage caused by extending the upper boom while the pole guide is on the intermediate boom and tilted downward. Includes actuating plunger and two poppet valves.

- 1 Pole Claw Arms:
 - * Unique circular design of arms that handle poles up to 23 inch diameter.

- 1 Load Moment Limiter (Hydraulic Overload Protection) for Boom system:
 - * An Operator aid to prevent damage to the derrick by stopping selected functions if an over load occurs. The functions necessary to eliminate the overload condition remain operational, to relieve the cause of overload.
 - * Disables boom down, boom extend, winch up, and digger dig when boom lift senses an overloaded condition.
 - * The system is fully automatic relative to the operation and re-set functions.

Pressure Gauge with Color Zone Ring for Load Moment Limiter:

 - * A indicator gauge which provides an indicator when approaching maximum capacity.

- 1 Planetary Slip Rotation:
 - o Planetary gear drive rotation with spring applied hydraulically released parking brake and reversible hydraulic motor with integral hydraulic braking capability. The slip drive releases the brake when rotating, winching, and digging.
 - o Offers side load protection when winching and digging only.

- 1 X-Boost Option:
 - * Optional capacity control system for increased lifting capability at higher boom angles to meet customer specifications for 10' capacities.
 - * Increases capacities an average of 17% on C4000 Series Digger Derrick.
 - * Includes: Electric collector ring, wiring harness and XDPS component.

- 1 Customer Declined, Anti-Two Block.
 - * Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).

- 1 12,000 ft-lb Two Speed Digger With Hydraulic Shift (ESK 76BA):
 - * Planetary gear drive powered by reversible hydraulic motor.
 - * Telescopic trombone tube is provided to shift the two-speed digger hydraulically.

- 1 LH Auger Storage and Digger Hanger:
 - * Digger hanger bracket is box section and is equipped with a transfer protection system, auger stowage bracket with self latching auger catch and hydraulic auger release.
 - * The auger stowage bracket stores up to a 24" diameter auger, in the standard position.
 - * Digger storage protection system to protect the auger storage cable from damage caused by over-winding. Oil from the digger system is returned to tank before the cable is over-stressed.

Qty. Description

- 1 Nylon 1" flat webbing strap for auger roll-up.
- 1 Solid Hex Auger Shaft and Coupler:
 - * 60" long x 2-1/2" hex auger shaft with auger adjustment holes.
- 1 Terex Texoma 18" TXD (dirt tooth auger) x 104" long - 60" of 5/16" flighting, 2 1/2" hex bushing. Rollup dish and cable pin welded in place and auger painted Terex Red.
 - ** ADDITIONAL INFORMATION **
 - Paint Black in lieu of Red.
- 1 Pedestal:
 - * Square constructed pedestal has access holes for maintenance of hydraulic plumbing.
- 1 Auxiliary Pump for Radio Control:
 - * Allows the operation of any function for a time period limited by battery life.
 - * Includes 12 volt electric two motors for use on a 12 volt chassis.
 - Note: This includes a switch for activation at radio controls.
- 1 Pump For Use (Required Approximate 120% PTO):
 - Tandem vane high efficiency 3000 psi rated hydraulic pump providing 40 gallons per minute combined flow.
 - * Provides 16 gallons per minute to boom functions and 24 gallons per minute to digger/winch functions and combines flow when boom is not in operation providing 40 gallons per minute to digger/winch at 1600 rpm engine speed, boom extension is faster than winch.
 - * Provides up to 6 gallons per minute for tools at 700 rpm engine speed.
 - * Includes pump kit.
 - FOR GENERAL ONLY: With the use of Radio Controls.
- 1 Hydraulic Reservoir:
 - 50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.
 - * A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a 2 1/2" full flow ball type shut off valve.
 - * Relief valves to protect the derrick circuits and digger-winch circuits.
- Sight Gauge With Thermometer:
 - * Mounted within an aluminum body to protect sight tube.
 - * Installed on end of hydraulic oil reservoir.
 - * Thermometer has a range of 0-300 degrees Fahrenheit.
- 1 Super Duty A-Frame Outriggers with swivel type stabilizer pads. (8982)
- 1 Super Duty A-Frame Outriggers with swivel type stabilizer pads. (8982)
- 1 Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets Below Rotation (Diggers):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
- 1 High Pressure code to obtain 3000 psi at outriggers.

Qty. Description

Note - this is on A-frames and Radial outriggers for Digger Derricks.

- 1 Adjustable flow divider for auxiliary tool outlets below rotation.
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
- 1 Subframe constructed with an open center.
- 1 Tie Down Kit.
- 1 Remote Sensor Bracket:
 - * Bracket to be used with the Williams remote sensor. Installed to supply sensor to work with truck engine.
- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Back-up Camera ready.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended on Class 6 and above chassis with multiple outputs
 - * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- 1 American flag displayed on unit.
- 1 Factory Warranty
- 1 Clevis for two part line attachment.
 - ** ALTERED FROM STANDARD **
- 1 .
 - BODY, INSTALLATION
 - ** BODY INFORMATION **
- 1 178-Inches Long x 46-Inches High x 94-Inches Wide
 - * Vendor PN: Q44234
 - * As per the attached Body Specifications.
- 1 Install Derrick Over Rear Axle And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

Qty. Description

- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 18" x 18" x 1" poly outrigger pads.
 - * Includes outrigger pad storage.
- 4 Rubber wheel chocks with eye bolt.
- 1 Mounting bracket for water cask for exterior mounting.
 - * Locate on top of the Streetside Front Compartment.
- 1 Cone holder for front bumper mount, swing out.
 - * Hinged on the side nearest the winch fair lead.
- 1 Grab handles as necessary for 3-point contact.
 - * U-Shaped Grab Handle Installed on the SS of the Tailshelf.
 - * Small Grab Handle Installed on the SS Rear Body Sidepack.
- 1 Fixed access step mounted on command post.
- 2 Mud flap with logo 30" tall.
 - Note: Trim As-Required.
- 1 A mounting kit for under 45" flatbed frame height for a pair of mud flaps.
- 1 Grounding Loop Kit:
 - * Consists of (2) grounding copper rings located one at front and one at rear.
 - * Copper U Shaped Ground Lug.
 - * One(1) at Curbside front and One(1) at Curbside rear.
- 1 ELEVEN(11) LOCKING CLASPS (J-HOOKS)
 - * Locate on Curbside of Tailshelf
 - * See Picture
 - * Terex PN: TBD
- 1 ROPE TIE STRAP
 - * Single Short Strap with metal loop on end.

Qty. Description

- * Locate at Tailshelf.
- * Terex PN: TBD
- SINGLE E-TRACK
- * Terex PN: TBD
- * See Picture

- 1 Boom rest for Digger Derrick, H-frame style weldment used on A-frame, Radials or Out/Down outriggers, 36" wide.
- 1 Front pole carrier kit bunk style with a ratchet with 2" wide webbing tie down strap to secure pole and pole bunk arm weldment.
- 1 Rear pole carrier assembly 20-24" bunk style, removable and bed mount.
- 1 Digger Derrick dual position boom rest saddle.
- 1 NOTE:
 - * Compartment Light switch to be wired to Dash.
- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 1 Battery relocation on chassis.
 - * Locate Batteries in Battery Box on Curbside Outrigger Leg.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
 - * Locate One(1) on each side of Boom Rest.
- 2 Strobe mounting bracket.
- 1 Glad Hand Kit
 - *Requires tractor protection valve and air lines to the rear.
- 1 Tekonsha Voyager electric brake control.
- 2 Remote engine stop/start OR two speed control from rear of vehicle.
 - * Start/Stop One(1) each at front bumper and rear bumper.
- 1 T-125 PINTLE HITCH
 - * 30000 LB MGTW

Qty. Description

* 6000 LB MVL

* Terex PN: 65333887

- 1 ICC rear bumper.
- 2 Recovery tow eye, 29,000#.
- 1 7-prong trailer socket.
NOTE: Stop & turn signal lights on combined circuit.
- 1 Oil tank mounting for external reservoirs.
- 70 Fill with Hydraulic oil for general purpose use.
* Refer to the product maintenance manual for specific type to be used.
- 1 1 1/8" x 80' Samson, 2-IN-1 Stable Braid uncoated rope.
- 1 Crosby, Hook and Jam, Swivel, 8.5 ton w/Latch Assy.
- 1 Hannay spring loaded hydraulic hose reel with 4-way roller assembly with 50' of 1/2" Hose Set.
* Quick disconnect HTMA male and female flush faced couplers and dust covers.
* Installed on hose reel with ball stop.

* Locate on CS at rear payout to rear.
- 1 Safety Kit consists of the following:
* 5-lb ABC fire extinguisher with bracket.
* James King triangle reflector kit.
- 1 MANUAL POUCH
* For storage of all operator and parts manuals.
* Terex PN: 65375230
- 2 OUTRIGGER CONTROL VALVE GUARD
* Locate at rear.
* Terex PN: 104318
- 1 Rear view vision square light camera & 7" monitor system.
- 1 VEHICLE HEIGHT PLACARD
* Installed in Cag in view of driver.
* Terex PN: TBD
- 1 Braden PD18C-11DBFEB Hydraulic Single Speed, Front Mounted Bumper Winch Assembly Including:
* 20,000-lb rated capacity.

Qty. Description

* Extended shaft to curb side for take-up reel.

* Four way roller assembly.

* Tool Box

* Tow Angle

* Miscellaneous hose and fittings.

NOTE: Requires a larger hydraulic tank on the Unit Model, if internal tank will require external tank.

1 Wire rope, 5/8" x 200', 6x19, one eye with thimble.

1 FABRICATE SWING AWAY STORAGE FOR MULE TAPE HOLDER & CAPSTAN HEAD & -- LOCKING DOG HOLDER

* Swings toward Curbside

* Mount on Front Bumper

* See Pictures

* Customer to supply shaft sizes needed for holder at time of

* --drawing design.

* Terex PN: Similar to 65077009

1 ELECTRICHYDRAULIC FOOT PETAL

* Uni-Directional Winch Control

* 25-Foot Cable With Trailer Style Connector

* Includes Pay-In/Pay-Out Selector Switch (Meterable)

* Terex PN: 100541

TRAILER SOCKET

* Vendor PN: CH1233

* Terex PN: 94112

1 Shackle 1" with 10 ton capacity.

1 Kill switch at front bumper.

1 Paint C5000 derrick one color.

1 Paint front winch one color.

1 Paint body floor with non-skid paint.

1 Paint compartment top with non-skid paint.

1 Undercoat body.

CHASSIS

**** CHASSIS INFORMATION ****

1 Peterbilt Model 567 6x4 Regular Cab Chassis:

* As per the attached Chassis Specifications.

SPECIAL CHARGES

Qty. Description

- 1 Delivery to Customer.

- 1 ** ADDITIONAL INFORMATION **
 90 N Mountain Ave
 Ashland Oregon 97520

- 1 First Article Inspection, Digital

- 1 ** ALTERED FROM STANDARD **

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

BODY SPECIFICATIONS

DESCRIPTION

178" Line Body 46 inches high X 94 inches wide.

18 Inch compartment depth.

58 Inch bed area.

28 Inch top of floor to top of body.

24 Inch horizontal compartment height.

12 Ga Wheel Wells Covers.

16 Ga. Galvanneal body materials.

12 Ga. Hot rolled treadplate floor.

12 Ga. Hot rolled treadplate compartment tops.

Stainless Steel Automotive rotary type door latches.

Stainless steel rod and socket type door hinges.

Gas Cylinder door holders on all vertical hinged doors and

Chain stops on horizontals.

* Spring Retainers on Horizontal Doors

Double Panel Body Doors.

Rubber rolled crown type fenders. **(Ship Loose - No Cutouts)**

Master door lock system.

LED Rope light compartment lights in all body compartments with Weather Pack Connectors.

* Does not include Boxes or Tailshelf Compartments

* Lights Ship Loose.

Automotive Bulb Type Weatherstripping. **(Ship Loose)**

Front bulk head. **(Ship Loose)**

Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

Tie Downs:

Four (4) Recessed Swivel D-Ring tie downs.

Streetside Compartmentation:

1st Vertical:

23 Inches wide with Three (3) shelves each with adjustable dividers on 4" centers.

2nd Vertical:

23 Inches wide with Six (6) locking/swivel type material hooks 1-4-1.

3rd Vertical:

24 Inches wide with Six (6) locking/swivel type material hooks 1-4-1.

1st Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

2nd Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Hotstick Shelf:

??? Inches long with two poly coated brackets and rear dropdown access door.

BODY SPECIFICATIONS

Curbside Compartmentation:

1st Vertical:

23 Inches wide with Six (6) locking/swivel type material hooks 1-4-1.

2nd Vertical:

23 Inch wide Lift-up Gripstrut access steps to bed area.

* Chain Storage

3rd Vertical:

24 Inches wide with Six (6) locking/swivel type material hooks 2-2-2.

1st Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

2nd Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Bolt Bins: (Ship Loose)

One (1) - 36" long X 12" high X 9" wide.

2nd Row 11" High and 3rd row 6" High, divided into 7 sections each.

Subframe Installation:

Install customer supplied subframe, with outriggers.

* Standard A-Frame Jacks

Possum Belly Storage:

Possum belly storage in Subframe with drop down door at rear

Stop for installing in Possum belly at 120 Inches.

Hose Tunnel Pass Through cutout needed

Tailshelf:

Treadplate tailshelf 34 inches long X Full width of body x 6 inches high with

7-Lamp light bar installed at rear.

3" lip around perimeter of tailshelf notched for drainage.

Wheel Chock Storage:

Two each side built into body wheelwells.

* Pendulum Retainers.

Outrigger Pad Storage: (Bolt-On / Ship Loose)

Four (4) Outrigger Pad Storage Brackets - Specify Pad Size.

* Pendulum Retainers.

Rigid Stirrup Step: (Ship Loose)

One (1) Rigid type perf-grip stirrup step for installing at side access.

BODY SPECIFICATIONS

Cable Step: (Ship Loose)

One (1) Terex PN65338332 Cable type access step under tailshelf

* Bolt-on Style

Tailgate:

Removable Composite wood tailgate 5.5" high X full width of bed area installed at rear of load space.

Removable Composite wood sidegate 5.5" high X full width of step area.

* Includes Pins and Lanyards

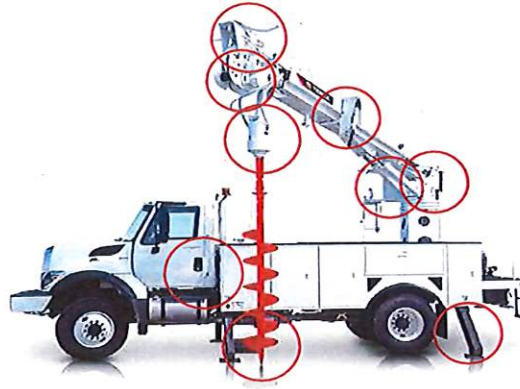
Grab Handles: (Bolt-On / Installed)

Two (2) Bolt-On Type for installing at side access of body.

Two (2) Pool type grab handles for installing top of tailshelf.

Powder Coat Body:

Powder Coat Body and Inside of compartments Taffeta White.



Fleet Maintenance and Inspection Agreements

Contact us NOW for pricing! 1-210-476-7768

- We cater to your needs through pay-as-you-go, customized service agreements.
- We can cover your entire fleet, for all manufacturers!
- Our inspections provide a trusted and certified review of your unit.
- Maintain your Terex Limited Lifetime Structural Warranty eligibility by utilizing Terex Services for your maintenance needs!

Annual Inspection	Basic	Silver	Gold	Platinum
(4 Options)	✓	✓	✓	✓
+ Dielectric Test		✓	✓	✓
+ Lubrication & Filters			✓	✓
+ Rotation Bolt Torque Checks*				✓

We come to you!



180-Day Inspection	Basic	Silver	Gold
(3 Options)	✓	✓	✓
+ Lubrication & Filters		✓	✓
+ Rotation Bolt Torque Checks*			✓

Or you can come to us!



90-Day Inspection	Basic	Silver
(2 Options)	✓	✓
+ Lubrication & Filters*		✓

Get preferential travel rates by including your entire fleet!

•• Be sure to select your preferred inspection level to be quoted.

TEREX SERVICE CENTERS KEEP YOUR EQUIPMENT WORKING



*Terex recommends selecting to comply with ANSI/OSHA requirements.

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Preventive Maintenance and Inspection Program



C6060 ▼ Commander - Telescoping Material Handling Digger Derrick

5 ▼ = number of years of preventive maintenance service in the quote
 1 ▼ = quantity of units to include in the quote

Include field service travel time (otherwise units will be serviced at a branch)
 Please indicate customer location: West of Colorado Mountains ▼

Preventive Maintenance Packages, Single Unit

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.* <i>* NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty</i>	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant - 5 years preventive maintenance - Removal and inspection of leveling chains and insulator rods** <i>** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.</i>	Package includes: See custom package configurator
Standard service price: \$5,600 Your package price: \$4,849 You save: \$751	Standard service price: \$7,376 Your package price: \$6,387 You save: \$989	Standard service price: \$21,276 Your package price: \$18,423 You save: \$2,853	Standard service price: \$21,276 Your package price: \$18,423 You save: \$2,853	Standard service price: \$12,826 Your package price: \$11,106 You save: \$1,720

Select your package: Basic (customer declines, among others, torque check of critical fasteners)
 Silver Gold Platinum Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code:

Commander - Telescoping Material Handling Digger Derrick



= number of years of service

= quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- 90 Days (360 Hours)
- 180 Days (720 Hours)
- 270 Days (1,080 Hours)
- 12 Months (1,050 Hours)
- Dielectric Test (Yearly)
- 5 Years (5,250 Hours)

Include field service travel time

Please indicate customer location:

Custom

Standard service price:

\$12,826

Your package price:

\$11,106

You save:

\$1,720

Visit us at TEREX.com

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$130.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B FEE SCHEDULE

For the Basic Package: \$4,849; for the Silver Package: \$6,387; for the Gold Package: \$18,423; for the Platinum Package: \$18,423; for the Custom Package: \$11,106; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: C6060

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

("Seller")

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a) For Equipment:

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b) For Parts:

(i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;

(ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and

(iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c) For Services:

(i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;

(ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and

(iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.



Peterbilt Of Fargo (P121)
 3611 38Th St. Sw
 Fargo, North Dakota 58104

Terex Utilities
 3140 15Th Ave Se
 Watertown, South Dakota 57201
 United States of America

Les Dondoneau
 Cell Phone: 701-282-6200
 Office Phone: 701-282-6200
 Email: Idondoneau@wdlarson.com

Sheldon Seward
 Cell Phone: 6058825515
 Office Phone: 6058825515

Vehicle Summary

Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):	18740
Type:	Full Truck	Rr Axle Load (lbs):	40000
Description 1:	567 Ashland W-O Pusher	G.C.W. (lbs):	60000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Utility/Lube Service	Class A (Highway)	95
Commodity:	Other Commodity	Class B (Hwy/Mtn)	5
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Platform w/Devices		6
Length (ft):	24	Wheelbase (in):	235
Height (ft):	13	Overhang (in):	100
Max Laden Weight (lbs):	6000	Fr Axle to BOC (in):	86.2
		Cab to Axle (in):	148.8
		Cab to EOF (in):	248.8
		Overall Comb. Length (in):	364
		Special Req.	
Trailer			
No. of Trailer Axles:	0		
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

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 Deal: 567 Ashland W-O Pusher
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100% Complete

Date: October 28, 2021

Quote Number: QUO-866330-C8F7Q9



Sales Code	Std/Opt	Description	Weight
Base Model			
0005671	S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,860
0091200	S	Other Commodity	0
0093140	O	Utility/Lube Service Truck used to service construction and mining equipment. Includes bodies such as, mechanics service bodies, tire hoists, fuel/lube, boom, etc.	0
0095010	O	Platform w/Devices	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH Ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0519180	O	11-5/8" Steel Rails to 444" 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair	582
0611250	O	Heavy-Duty Iron Front Spring Brackets With Front Air Leaf the front spring bracket is iron but not the shackle bracket	35
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0644090	O	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	-64
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1011890	O	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other	137

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Sales Code	Std/ Opt	Description	Weight
		vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.	
		The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	119
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354840	O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-113
1380070	O	Greasable Front Spring Pins	0
1380270	O	Bendix Air Cam Front Drum Brakes 16.5x6 Includes automatic slack adjusters & outboard mounted brake drums.	-25
1380380	S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
1380490	O	PACCAR FX Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	15
1390630		80mm Front Spring Spacer Blocks	0
1391410	O	Gusseted Cam Brackets, Steer Axle	0
1392060	O	X30 Brake Drums IPO Standard, Steer Axle STEELite X30 light weight brake drums, ideal for tanker / trailer applications and freight hauling. Designed for tractor and trailer applications across standard and high duty cycles.	-22
Rear Axle & Equipment			
1523300	O	Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	142
1616290	S	PHP10 Aluminum PreSet PLUS Hubs	0

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Sales Code	Std/ Opt	Description	Weight
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	4
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or Tri-Drive Axles (Air Rocker Switch occupies the space of two gauges for tandem axle and three gauges for tri-drive axle)	2
1680280	O	Bendix Smart ATC Traction Control	2
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1680500	O	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	O	Stability System Not Selected Or Not Available	0
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60
1704110	O	Ratio 4.11 Rear Axle	0
1824400	O	Hendrickson HMX EX 400 40,000 Lbs., 54" Haulmax, 60K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	198

Engine & Equipment

2072828	S	PACCAR MX-13 455@1600 GV@2200 1650@900 (2021 Emissions)	0
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Sales Code	Std/ Opt	Description	Weight
N20700	AA003	64....CC MAX TARGET SPEED	
N20800	AA004	10....CC MIN ENABLE SPEED	
N22000	AA005	OFF...DYNAMIC CC ENABLE	
N20830	AA006	MT....MULTI TORQUE IN CC	
N21930	AA009	0.....DRIVER REWARD VEH SPD BONUS	
N21940	AA010	-5....DRIVER REWARD VEH SPD PNLTY	
N21920	AA013	BOTH..OFFSET MODE	
N21950	AA015	3.....MIN SPEED FOR DR SHIFT AID	
N21960	AA016	1.....DSA LOWEST ACTV GEAR	
N21970	AA017	6.....DSA HIGHEST ACTV GEAR	
N21640	AA019	YES...EIST PARK BRAKE RESET ENABLE	
N21910	AA022	30....EIST LO CLNT TEMP OVRDE	
N20870	AA023	80....EIST HI AMBAIR TEMP OVRDE	
N20860	AA024	39....EIST LO AMBAIR TEMP OVRDE	
N20900	AA025	5.....EIST PTO MAX IDLE TIME	
N20840	AA026	5.....EIST PARKED MAX IDLE TIME	
N20850	AA027	5.....EIST STANDSTILL IDLE TIME	
N20910	AA029	YES...EIST RESET FROM ENG LOAD	
N21170	AA030	NO....EIST OVERRIDE FROM ENG LOAD	
N21190	AA031	0.....EIST EXPIRATION DISTANCE	
N21230	AA032	YES...EIST ACCEL PEDAL RESET	
N21240	AA033	YES...EIST SERVICE BRK RESET	
N21250	AA034	YES...EIST CLUTCH PEDAL RESET	
N21260	AA035	YES...EIST PTO OVERRIDE	
N20770	AA037	4.....DSL SPD OFFSET	
N20760	AA038	2.....AUTO RTRDR VEH SPD OFFSET	
N20750	AA039	0.1...TIME DELAY FOR RTRDR ACT	
N20940	AA042	1900..FIC MAX ENG SPEED	
N22080	AA043	CNCL..CAB/REM: CUSTOM PRESET 1 FUN	
N22090	AA044	750...CAB/REM: CUSTOM PRESET 1	
N22100	AA045	CNCL..CAB/REM: CUSTOM PRESET 2 FUN	
N22110	AA046	850...CAB/REM: CUSTOM PRESET 2	
N22120	AA047	CNCL..CAB/REM: CUSTOM PRESET 3 FUN	
N22130	AA048	950...CAB/REM: CUSTOM PRESET 3	
N22010	AA049	CNCL..CAB: CUSTOM PRESET 1 FUNC	
N22020	AA050	0.....CAB: CUSTOM PRESET 1	
N22030	AA051	CNCL..CAB: CUSTOM PRESET 2 FUNC	
N22040	AA052	0.....CAB: CUSTOM PRESET 2	
N22050	AA053	CNCL..CAB: CUSTOM PRESET 3 FUNC	
N22060	AA054	0.....CAB: CUSTOM PRESET 3	
N20990	AA055	ON A..CAB: CLUTCH INTLK	
N21010	AA058	ON A..CAB: PARK BRK INTLK	
N21030	AA057	ON A..CAB: NEUTRAL INTLK	
N21150	AA059	ON A..SER BRK INTLK: NO PTO	
N21130	AA060	OFF...CAB: PRESET +/- SWITCH TYPE	
N21180	AA061	2000..CAB: MAX ENG SPD- ACCEL CTRL	
N21120	AA062	2000..CAB: MAX ENG SPD- SW CTRL	
N21020	AA063	6.....CAB:MAX VEH SPEED	
N21200	AA064	650...CAB: MIN ENG SPD	
N21220	AA065	800...CAB: DEDICATED PRESET (-)	
N21270	AA066	900...CAB: DEDICATED PRESET (+)	

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Sales Code	Std/ Opt	Description	Weight
		N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO	
		N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO	
		N21990 AA069 YES...PTO REM PEDAL ENABLE	
		N21600 AA070 ON AD.REM: CLUTCH INTLK	
		N22140 AA071 OFF...REM: CUSTOM INTLK	
		N21700 AA072 ON AD.REM: NEUTRAL INTLK	
		N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO	
		N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL	
		N21110 AA075 2000..REM: MAX ENG SPD-SW/TSC1 CT	
		N21320 AA076 650...REM: MIN ENG SPD	
		N21290 AA077 800...REM: DEDICATED PRESET (-)	
		N21490 AA078 900...REM: DEDICATED PRESET (+)	
		N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE	
		N20690 AA086 64....MAX ACCEL PEDAL VEH SPD	
		N21300 AA087 0.....VSL EXPIRATION DISTANCE	
		N21310 AA088 155...LRSL SPD LMT	
		N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL	
		N20710 AE002 650...IDLE TARGET	
		N20930 AE003 ON....FIC ENABLE/DISABLE	
		N22070 AA056 OFF...CAB: CUSTOM INTLK	
		N22170 AQ001 4.....PCC Max Negative Offset (AQ0	
		N22180 AQ002 4.....PCC Max Positive Offset (AQ0	
2091130	S	VMUX Electronics Architecture	0
2091305	S	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092027	O	MX Retarder State Cruise Control On (Manual Mode Engine Parameter)	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2092065	O	PTO Mode Control - CAB Station	0
2092074	O	Powertrain Protect - Torque Limiting (PACCAR MX) Limits the torque with very high rear end ratio. Required with multi torque ratings.	0
2092079	O	Decline Driver Performance Assistant	0
2092082	S	Engine Monitoring Protection - Derate (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without	0

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Sales Code	Std/Opt	Description	Weight
		regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2140410	S	Engine Brake Controls Located on RH Column	0
2140460	O	Remote PTO/Throttle, 12-Pin, 250K BOC/BOS J1939, Remote Control Provision	0
2140660	O	CARB Compliant Engine	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	S	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
2522080	S	PACCAR Premium Starter - MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539720	S	Low Voltage Disconnect System	0
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2738410	S	WABCO 25.9 CFM Air Compressor, MX only WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	0
2811160	S	Compression Brake, MX The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
2921180	S	PACCAR Fuel/Water Separator On Engine	0

Price Level: April 1, 2021

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Deal: 567 Ashland W-O Pusher

Quote Number: QUO-866330-C8F7Q9

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Sales Code	Std/Opt	Description	Weight
		Extended life fuel filter, optimized for MX engines and Includes fuel heat, 12V electric heat and WIF sensor.	
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3291680	S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365270	S	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	0
3381770	O	Curved Tip Standpipe(s)	1
3387870	S	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0
Transmission & Equipment			
4024120	O	Eaton FO16E313A-MHP 13-Speed Ultrashift Plus Multi-Purpose High Performance. Includes water-to-oil cooler. Features two-pedal operation for driver convenience. A Hill Start Aid (HSA) feature is included to prevent roll back or roll forward while launching on grades by employing the trucks foundation brakes. Synthetic lubricant to reduce friction, improve efficiency, and extend component life. Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake. Forward ratios: 1st-12.29, 2nd-8.51, 11th-1.00, 12th-0.86, 13th-0.73. Reverse ratios: R1-15.06, R2-12.85, R3-4.03.	190
4210860	O	RPL25 Driveline, 1 Midship Bearing Requires RPL20 Driveline Interaxle (option 4210870) for tandem rear axles. Provides a driveline that is permanently sealed and lubricated. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	105
4210870	O	RPL20 Driveline Interaxle Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commercial vehicles and are permanently lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	0
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fit.	0
4252610	O	Column Mounted Shifter RH Side	0

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Sales Code	Std/Opt	Description	Weight
4257050	O	Neutral Coast Mode Automated transmission.	0
Air & Trailer Equipment			
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	-2
4520420	O	Pull Cords All Air Tanks	1
4540420	S	Nylon Chassis Hose	0
4543340	O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	-45
4610925	O	Non-Self Returning Brake Hand Valve Dash mounted controls	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	6
4612900	O	AE Connection EOF, 7-Way Socket, Connection EOF Strapped to the rail	15
Tires & Wheels			
5058570	O	FF: MN 18ply 385/65R22.5 XZY3 Efficiency Rating: Poor An all-position wide base radial design for heavy front axle mixed service in on/off road applications. Diameter = 42.4 inches; SLR = 19.6 inches.	130
5158660	O	RR: MN 16ply 11R22.5 XDN2 Efficiency Rating: Poor All weather, directional, premium drive tire optimized for exceptional traction and mileage in line haul and regional applications. Diameter = 41.7 inches; SLR = 19.5 inches	152
5190008	S	Code-rear Tire Qty 08	0
5210570	O	FF: Accur Stl Armor 29806PK 22.5X12.25 PHP10-5 hand holes	100
5310600	O	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	136
5390008	S	Code-rear Rim Qty 08	0

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Sales Code	Std/Opt	Description	Weight
Fuel Tanks			
5534130	O	23" Aluminum 80 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	18
5602080	O	Location LH U/C 80 Gallon	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
5760010	O	RH Tank None Furnished	-86
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-60
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6112010	O	Aluminum Bumper Tapered Painted Two tow points	-41
6132450	O	Heavy Duty External Tow Eye IPO Standard	42
Cab & Equipment			
6515760	O	Vocational 115 BBC Alum Cab and Metton Hood SFFA Stainless steel crown and grille with tilt assist.	-60
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6700000	S	No Sleeper Selected	0
6800510	O	Fender Lips 2.25" Wide	6
6911100	S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standard vinyl finish - color coordinate with interior color.	0

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Sales Code	Std/Opt	Description	Weight
6921140	O	Peterbilt ST Passenger seat Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and Improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standand vinyl finish - color coordinate with interior color.	40
6930580	O	Drivers Armrests - LH & RH	4
6939400	S	Air Ride Driver	0
6939420	S	High Back Driver	0
6939480	O	Mordura Driver	0
6939500	O	Air Ride Passenger	0
6939520	S	High Back Passenger	0
6939580	O	Mordura Passenger	0
7000025	S	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7037130	S	Prestige Interior - Sterling Gray	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant, Available on Day Cab specifications only.	6
7210510	O	3-Piece Glass Rear Cab Window, All Pieces Fixed	12
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	8
7514010	O	Peterbilt Aero Rear View Mirror, Motorized	3

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Sales Code	Std/Opt	Description	Weight
		Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	
7514020	O	Aero Rear View Mirror Housing - Body Color (Same Color as Vehicle Body)	0
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7620400	O	(2) PB Air Horns Round, 23" Length, Roof Mounted Round horn shield.	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728030	O	Radio Mute When In Reverse For automatic or automated transmission	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0
7788056	S	24 Months SmartLINQ Subscription With OTA Functionality - PACCAR MX Engines	0
7851100	O	Stationary Grille w/o Fepto Extension	4
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7901130	O	Backup Alarm (107 DB)	3
8011830	S	Engine Oil Temperature Located in Digital Cluster Display.	0
8021800	S	Air Filter Restriction Pressure Gauge	0

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Sales Code	Std/ Opt	Description	Weight
		Located in Digital Cluster Display	
8021810	S	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0
8021830	O	Increased Air Filter Full Indication For air filter restriction gauge	0
8022800	O	Fuel Filter Restriction Pressure Located in Digital Cluster Display.	0
8070080	O	(2) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0
8070810	S	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
8070820	S	Engine Percent Torque Located in Digital Cluster Display	0
8070830	O	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter.	0
8071470	O	ABS Off-Road Switch Bendix ATC is required on the specification. Off-Road switch allows some wheel slippage prior to ATC activation. Off-Road switch will cause the ATC light to flash, reminding the driver of a condition. Switch should only be used in extreme conditions such as snow, ice or mud.	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	0
8110070	S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
8120990	S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0
8131160	O	Over-Ride Switch For Daytime Running Lights Momentary switch	0
8133960	S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	Self-Canceling Turn Signal	0
8140080	O	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	2
8140850	O	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	1
Paint			
8500710	S	Standard Paint Color Selection	0

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Sales Code	Std/Opt	Description	Weight
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A- L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
9400092	S	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9407103	O	Prepaid Freight Delivery Increase For 2022 Delivery	0
9408704	O	Base Warr: Emissions (CARB Surcharge) 5YR/350K MI- MX Engine<460HP	0

Miscellaneous

9409001	S	Day Cab / Prestige Interior (DM)	0
9409091	O	State Registry: South Dakota	0
9409897	O	Cancel/Reorder Reorder Chassis	0

Promotions

Order Comments

Total Weight

16,750

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at

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Date: October 28, 2021

Deal: 567 Ashland W-O Pusher

Quote Number: QUO-866330-C8F7Q9

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the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

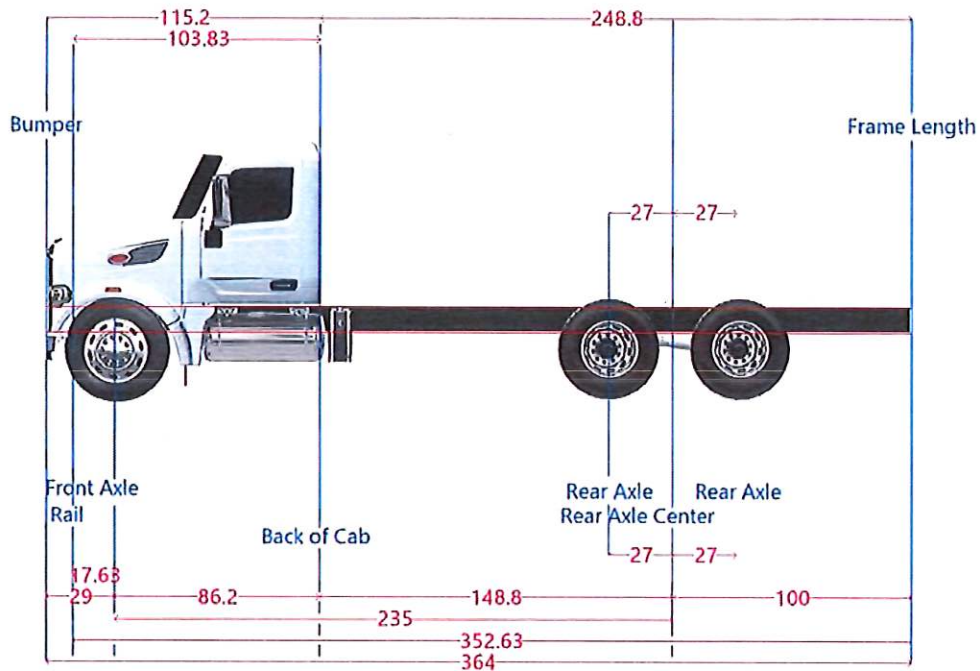


Shipping Destinations

Intermediate Destination: none

Final Destinations	Quantity
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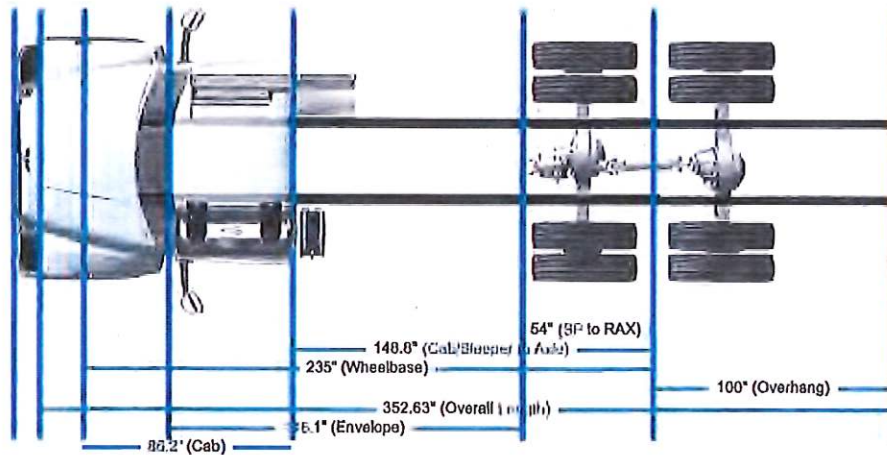
HORIZONTAL DIMENSIONS



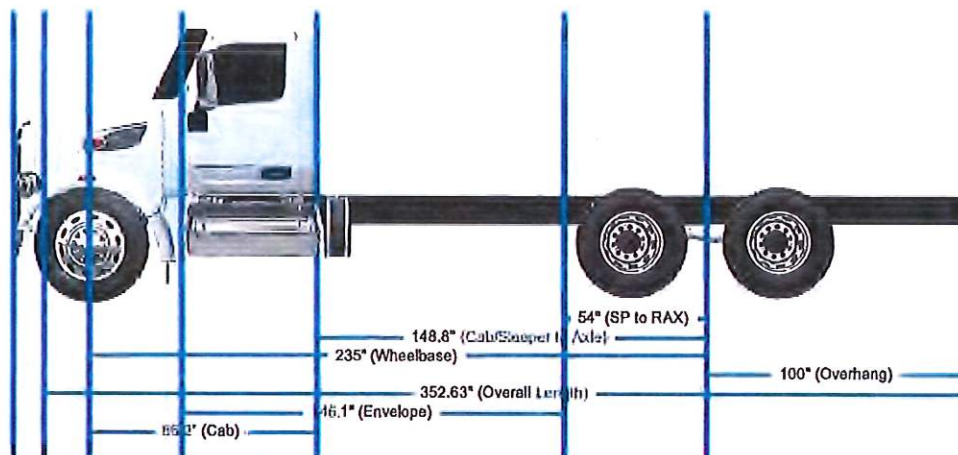
Dimension	Measurement	Start	End
Axle Spacing	54	208	262
Bumper to Back of Cab	115.2	-29	86.2
Bumper to Front Axle	29	-29	0
Bumper to Front Frame	11.37	-29	-17.63
Cab to End of Frame	248.8	86.2	335
Cab to End of Frame/Loadspace	CAB TO END OF FRAME EQUALS LOADSPACE ON THIS CONFIGURATION.		
Cab to Rear Axle	148.8	86.2	235

Effective Bumper to Back Of Cab	113.2	23	335
Frame Length	352.63	-17.63	335
Front Axle to Back of Cab	86.2	0	86.2
Front of Frame to Axle	17.63	-17.63	0
Load Space	248.8	86.2	335
Overall Length	364	-29	335
Overhang	100	235	335
Pusher Offset #1	0	208	235
Pusher Offset #2	0	208	235
Pusher Offset #3	0	208	235
Tag Offset	0	235	262
Wheelbase	235	0	235

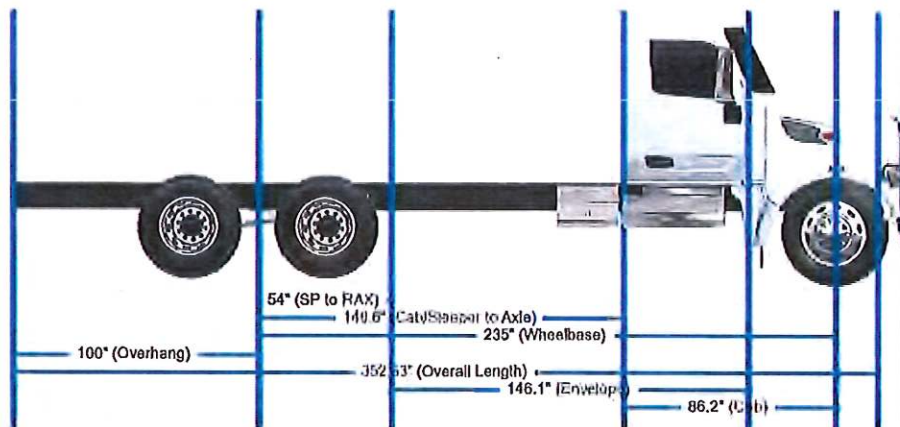
Dtpto: Truck Model: 567 Customer: Terex Utilities



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.



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Dtpo: Truck Model: 567 Customer: Terex Utilities

Selected Options

Sales Option	Description	Width	Side
5534130	23" Aluminum 80 Gallon Fuel Tank L...	23	Left
5655019	DEF Tank Small, HD 14 Gal 2.1M M...	23	Left
6040550	Aftertreatment Aluminum Non-Slip C...	18	Right
6010780	Aluminum Space Saver Battery Box ...	18	Right

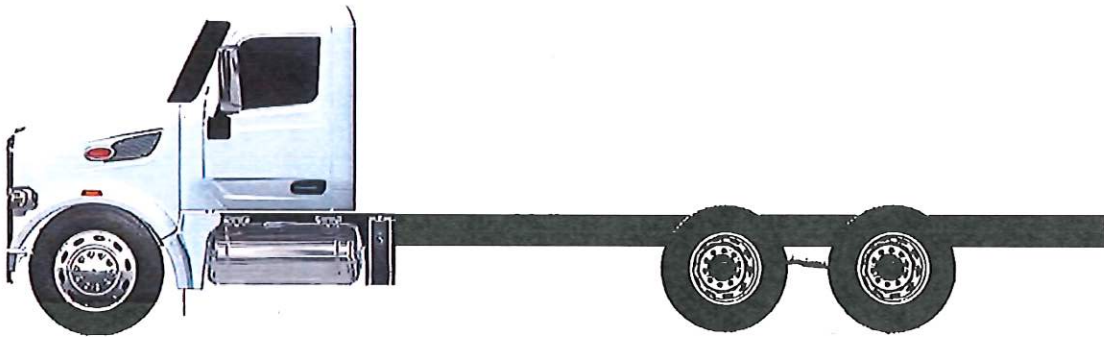
Available Space: Left: 81.7 in. Center: 149.1 in. Right: 68.5 in.

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WEIGHT DISTRIBUTION

Model: 567

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 51 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	9033	7717	16750
Tools/Driver	306	69	375
Fuel & DEF	484	193	677
Max Payload	8916	32022	40938
Auxiliary Payload	0	0	0
Total	18740	40000	58740
Specify Ground Load	18740	40000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches
 Selected rearmost setting is 0 inches
 Wheelbase measurement: 235 inches
 Overhang measurement: 100 inches

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243050	Power Steering Sheppard HD94 Dual	22,000
Hubs, Drums	1354840	PHP10 Iron PreSet PLUS Hubs	23,000
Tires	5058570	FF: MN 18ply 385/65R22.5 XZY3	18,740
Wheels	5210570	FF: Accur Stl Armor 29806PK 22.5X12.25	23,000

Minimum: 10,000

Maximum: 18,740

The front axle weight rating cannot exceed 18740

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523300	Dana Spicer DSP41 40,000 lb	40,000
Hubs, Drums	1616290	PHP10 Aluminum PreSet PLUS Hubs	78,000
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	40,000
Tires	5158660	RR: MN 16ply 11R22.5 XDN2	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Minimum: 20,000
Maximum: 40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	60,000
Min	58,740
Max	110,000

The Gross Combination Weight Rating rating cannot exceed 110000

FRAME RAKE

The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

These characteristics are considered to be out of standard range: Laden rake more than 1% of wheelbase from level (positive or negative).

VERTICAL DIMENSIONS

Component	Sales Code	Description	Laden	Unladen
Frame	0519180	11-5/8" Steel Rails to 444"	11.6	11.6
Front Spring	1114030	Taper Leaf Springs, Shocks 20,000 lb	8.0	9.9
Front Axle Drop 3.5"	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.	1390630	80mm Front Spring Spacer Blocks	3.1	3.1
Front Tires	5058570	FF: MN 18ply 385/65R22.5 XZY3	19.6	20.4
Front Frame Height			41.9	44.6
Frame	0519180	11-5/8" Steel Rails to 444"	11.6	11.6
Guppy Belly Adj.	Vertical Dimensions 0000000	No Adjustment.	Laden 30.5	Unladen 33.4
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	83.7	83.7
Saddle Height Adj.	Ground to Bottom of Frame 0000000	Ground to Top of Roof or Fairing No Adjustment.	114.2	117.1
Restrictor Can Adj.	Exhaust Height 0000000	No Adjustment.	124.7	127.6
Restrictor Can Adj.	Ground Clearance 0000000	No Adjustment.	Laden 0.0	0.0

LH U/C	Rear Frame Height	42.6	45.8
DEF Tank	Frame Rake	0.7	1.2
RH BOC 1	Frame Rake Slope (%)	0.3	0.5
LH BOC 1		N/A	
RH BOC 2		N/A	
LH BOC 2		N/A	

SPEED & GRADE PERFORMANCE REPORTS

Top Speed At Grade (Engine Fan Off)

Configuration:	Model 567 / Full Truck GCW: 60000
Quote/DTPO/CO:	QUO-866330-C8F7Q9
Engine:	2072828 PACCAR MX-13 455@1600 GV@2200 1650@900
Transmission:	4024120 Eaton FO16E313A-MHP 13-Speed Ultrashift Plus
Rear Axle:	1523300 Dana Spicer DSP41 40,000 lb
Rear Tire:	5158660 RR: MN 16ply 11R22.5 XDN2 Revs/Mile: 496
Operating Conditions:	0% Rolling Resistance

Top Speed At Grade (0%)
88.7 MPH @ 2200 RPM
Gear: 13 (0.73)

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration:	Model 567 / Full Truck GCW: 60000
Quote/DTPO/CO:	QUO-866330-C8F7Q9
Engine:	2072828 PACCAR MX-13 455@1600 GV@2200 1650@900
Transmission:	4024120 Eaton FO16E313A-MHP 13-Speed Ultrashift Plus
Rear Axle:	1523300 Dana Spicer DSP41 40,000 lb
Rear Tire:	5158660 RR: MN 16ply 11R22.5 XDN2 Revs/Mile: 496
Operating Conditions:	0% Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
12.29	46.35
8.56	32.29

Engine RPM:	450	550	650	750	800	850	900	1000	1088	1125	1163	1200	1250	1325	1400	1425	1450	1500	1600	1675	1700	1800	1900	1950	2000
Gross Torque:	885	885	1130	1374	1496	1619	1650	1650	1650	1650	1650	1650	1650	1650	1628	1607	1564	1496	1401	1307	931	668	536	2	
Net Torque:	763	774	1010	1242	1358	1474	1505	1508	1510	1511	1511	1512	1513	1514	1515	1495	1476	1437	1374	1287	1200	851	607	485	2
Net HP:	65	81	125	177	207	239	258	287	313	324	335	345	360	382	404	406	407	410	419	410	388	292	220	180	

Gear Ratios: TRN (1): 12.29 RAX (1): 4.11	
Speed (MPH):	1.1 1.3 1.6 1.8 1.9 2.0 2.2 2.4 2.6 2.7 2.8 2.9 3.0 3.2 3.4 3.4 3.5 3.6 3.8 4.0 4.1 4.3 4.6 4.7
Grade (%):	40.1 40.8 56.9 77.0 89.7 100 100 100 100 100 100 100 100 100 100 100 100 99.9 91.7 81.6 72.9 45.7 30.8 24.0 1
Gear Ratios: TRN (2): 8.56 RAX (1): 4.11	
Speed (MPH):	1.5 1.9 2.2 2.6 2.8 2.9 3.1 3.4 3.7 3.9 4.0 4.1 4.3 4.6 4.8 4.9 5.0 5.2 5.5 5.8 5.8 6.2 6.5 6.7
Grade (%):	26.6 27.0 36.4 46.7 52.2 58.2 59.9 60.0 60.2 60.2 60.2 60.3 60.3 60.4 60.5 59.4 58.3 56.2 53.1 48.8 44.7 30.0 20.7 16.3
Gear Ratios: TRN (3): 6.05 RAX (1): 4.11	
Speed (MPH):	2.2 2.7 3.2 3.6 3.9 4.1 4.4 4.9 5.3 5.5 5.7 5.8 6.1 6.4 6.8 6.9 7.1 7.3 7.8 8.1 8.3 8.8 9.2 9.5 1
Grade (%):	18.3 18.5 24.7 31.1 34.4 37.8 38.7 38.8 38.9 38.9 38.9 38.9 39.0 39.0 39.0 38.4 37.8 36.7 34.8 32.3 29.9 20.5 14.3 11.2
Gear Ratios: TRN (4): 4.38 RAX (1): 4.11	
Speed (MPH):	3.0 3.7 4.4 5.0 5.4 5.7 6.0 6.7 7.3 7.6 7.8 8.1 8.4 8.9 9.4 9.6 9.7 10.1 10.8 11.3 11.4 12.1 12.8 13.1 1
Grade (%):	12.9 13.1 17.4 21.8 24.0 26.3 26.9 26.9 27.0 27.0 27.0 27.0 27.0 27.0 27.1 26.7 26.3 25.5 24.3 22.6 21.0 14.5 10.1 7.9
Gear Ratios: TRN (5): 3.2 RAX (1): 4.11	
Speed (MPH):	4.1 5.1 6.0 6.9 7.4 7.8 8.3 9.2 10.0 10.3 10.7 11.0 11.5 12.2 12.9 13.1 13.3 13.8 14.7 15.4 15.6 16.6 17.5 17.9 1
Grade (%):	9.2 9.4 12.4 15.5 17.1 18.7 19.1 19.1 19.2 19.2 19.2 19.2 19.2 19.2 19.2 18.9 18.7 18.1 17.3 16.1 14.9 10.3 7.1 5.5
Gear Ratios: TRN (6): 2.29 RAX (1): 4.11	
Speed (MPH):	5.8 7.1 8.4 9.6 10.3 10.9 11.6 12.9 14.0 14.5 14.9 15.4 16.1 17.0 18.0 18.3 18.6 19.3 20.6 21.5 21.8 23.1 24.4 25.1 2
Grade (%):	6.4 6.5 8.7 10.8 11.9 13.0 13.3 13.3 13.3 13.3 13.4 13.4 13.4 13.4 13.4 13.2 13.0 12.6 12.0 11.2 10.3 7.1 4.8 3.6
Gear Ratios: TRN (7): 1.95 RAX (1): 4.11	
Speed (MPH):	6.8 8.3 9.8 11.3 12.1 12.8 13.6 15.1 16.4 17.0 17.6 18.1 18.9 20.0 21.1 21.5 21.9 22.6 24.1 25.3 25.7 27.2 28.7 29.4 3

Grade (%):	5.3	5.4	7.3	9.1	10.0	10.9	11.2	11.2	11.2	11.2	11.2	11.2	11.2	11.2	11.0	10.9	10.6	10.0	9.3	8.6	5.8	3.9	2.9			
Gear Ratios: TRN (8): 1.62 RAX (1): 4.11																										
Speed (MPH):	8.2	10.0	11.8	13.6	14.5	15.4	16.4	18.2	19.8	20.4	21.1	21.8	22.7	24.1	25.4	25.9	26.3	27.3	29.1	30.4	30.9	32.7	34.5	3		
Grade (%):	4.3	4.3	5.9	7.4	8.2	8.9	9.1	9.1	9.1	9.1	9.1	9.1	9.1	9.1	9.1	9.0	8.8	8.5	8.1	7.5	6.9	4.6	3.0	2.1		
Gear Ratios: TRN (9): 1.38 RAX (1): 4.11																										
Speed (MPH):	9.6	11.7	13.9	16.0	17.1	18.1	19.2	21.3	23.2	24.0	24.8	25.6	26.7	28.3	29.9	30.4	30.9	32.0	34.1	35.7	36.3	38.4	40.5	41.6	4	
Grade (%):	3.5	3.6	4.9	6.2	6.8	7.5	7.6	7.6	7.6	7.6	7.6	7.6	7.6	7.6	7.5	7.4	7.3	7.1	6.7	6.2	5.7	3.7	2.3	1.6		
Gear Ratios: TRN (10): 1.17 RAX (1): 4.11																										
Speed (MPH):	11.3	13.8	16.4	18.9	20.1	21.4	22.6	25.2	27.4	28.3	29.3	30.2	31.4	33.3	35.2	35.8	36.5	37.7	40.2	42.1	42.8	45.3	47.8	49.1	5	
Grade (%):	2.9	2.9	4.0	5.1	5.6	6.2	6.3	6.3	6.3	6.2	6.2	6.2	6.2	6.2	6.2	6.0	5.9	5.7	5.4	4.9	4.5	2.8	1.6	1.0	-	
Gear Ratios: TRN (11): 1 RAX (1): 4.11																										
Speed (MPH):	13.2	16.2	19.1	22.1	23.5	25.0	26.5	29.4	32.0	33.1	34.2	35.3	36.8	39.0	41.2	41.9	42.7	44.1	47.1	49.3	50.0	53.0	55.9	57.4	6	
Grade (%):	2.3	2.4	3.3	4.2	4.6	5.1	5.2	5.2	5.1	5.1	5.1	5.1	5.1	5.1	5.0	5.0	4.9	4.8	4.6	4.3	3.9	3.5	2.0	0.9	0.4	-
Gear Ratios: TRN (12): 0.86 RAX (1): 4.11																										
Speed (MPH):	15.4	18.8	22.2	25.7	27.4	29.1	30.8	34.2	37.2	38.5	39.8	41.1	42.8	45.3	47.9	48.8	49.6	51.3	54.8	57.3	58.2	61.6	65.0	66.7	7	
Grade (%):	1.9	1.9	2.7	3.4	3.8	4.2	4.3	4.2	4.2	4.2	4.1	4.1	4.1	4.1	4.0	4.0	3.9	3.8	3.6	3.3	2.9	2.6	1.3	0.3	-0.2	-
Gear Ratios: TRN (13): 0.73 RAX (1): 4.11																										
Speed (MPH):	18.1	22.2	26.2	30.2	32.3	34.3	36.3	40.3	43.9	45.4	46.9	48.4	50.4	53.4	56.4	57.5	58.5	60.5	64.5	67.5	68.5	72.6	76.6	78.6	8	
Grade (%):	1.5	1.5	2.1	2.7	3.0	3.3	3.4	3.3	3.3	3.2	3.2	3.2	3.1	3.0	2.9	2.9	2.8	2.6	2.3	1.9	1.6	0.4	-0.4	-0.9	-	

Engine RPM:	450	550	650	750	800	850	900	1000	1088	1125	1163	1200	1250	1325	1400	1425	1450	1500	1600	1675	1700	1800	1900	1950	2050
Gross Torque:	885	885	1130	1374	1496	1619	1650	1650	1650	1650	1650	1650	1650	1650	1650	1628	1607	1564	1496	1401	1307	931	668	536	273
Net Torque:	763	774	1010	1242	1358	1474	1505	1508	1510	1511	1512	1513	1514	1515	1495	1476	1437	1374	1287	1200	851	607	485	241	
Net HP:	65	81	125	177	207	239	258	287	313	324	335	345	360	382	404	406	407	410	419	410	388	292	220	180	94



Join



Terex/Genie

Public Utility Equipment & Services

#012418-TER

Maturity Date: 03/14/2022

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 012418-TER gives access to the following types of goods and services:

- Aerial devices
- Digger derricks
- Auger drills
- Technician services - in the shop & field service
- ANSI inspection services

Additional information can be found on the vendor-provided, nongovernment website at:
terex.com/utilities/en/support/government

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by **ORS 193.010 and 193.020**; published at **Portland** in the aforesaid **County and State**; that I know from my personal knowledge that the **Goods and Services** notice described as

Case Number: NOT PROVIDED

012418 PUBLIC UTILITY EQUIPMENT WITH RELATED

National Joint Powers Alliance; Bid Location Staples, MN, Todd County; Due 01/24/2018 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/8/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 1st DAY OF February, 2018

Michelle Ropp

Notary Public-State of Oregon



**THE NATIONAL JOINT
POWERS ALLIANCE® (NJPA)
PUBLIC UTILITY EQUIPMENT
WITH RELATED ACCESSORIES
AND SUPPLIES**

**Proposals due 4:30 pm,
January 24, 2018**

REQUEST FOR PROPOSAL

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.
Published Dec. 8, 2017. 11451876

Kim Austin
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11451876
Client Reference No:

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Terex Utilities Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
G	6.23.1.1	Added - in accordance with ISO standard forms	NJPA accepts.
G	6.26	Added - except for the negligence and willful misconduct	NJPA accepts.
B	8.8	Added - No party shall be liable hereunder for incidental, indirect or consequential Damages, even if advised of the possibility thereof	NJPA accepts.

Proposer's Signature: *Stephen E. ...* Date: 1/23/2015

NJPA's clarification on exceptions listed above:

Review and Approved:
[Signature] 3-1-15
 NJPA Legal Department

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Terex Utilities Inc. Date: January 23, 2018

Company Address: 500 Oakwood Rd

City: Watertown State: SD Zip: 57201

CAGE Code/Duns & Bradstreet Number: 00-625-0484

Contact Person: Stephanie Evans Title: Sales Operations Manager

Authorized Signature:  Stephanie Evans
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 012418-TER

Proposer's full legal name: Terex Utilities Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauelle
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-TER

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Terex Utilities

Authorized Signatory's Title Vice President



VENDOR AUTHORIZED SIGNATURE

James M. Lohan

(NAME PRINTED OR TYPED)

Executed on March 15, 2018

NJPA Contract # 012418-TER

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Terex Utilities Inc.

Questionnaire completed by: Nick Camissa

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Net 30**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Terex Financial Services can offer municipal lease financing through Wells Fargo Equipment Finance as long as the entity meets qualifying guidelines as municipality and include an annual appropriation clause.

Municipal Lease Structures:

Finance Lease (\$1-out Lease)

Operating Leases (FMV)

Terms:

36-72 months (depending on the equipment)

Rates:

Fixed payment over the life of the term (based on credit rating)

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **Terex Utilities, along with distributors, Commercial Truck Equipment, JA Kiley Company, Ring Power, Utility One Source (UOS) and Wajax continue to create the most comprehensive sales and service offerings across North America for public power utility customers. Our team is committed and engaged with our partners to listen, understand and quickly provide solutions. After understanding our customer needs we direct customers to the standard packages offered in the RFP. If there are any options the customer is requesting, they are quoted as open market items at the same NJPA discount. At the end of each month we report all sales that were sold through NJPA. The reporting will come from a contact at Terex Utilities. This will also include any sales from our dealer network as well.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Parts and Service customers are able to use a P-card for their purchases.**

Warranty – See attached Manufactures Limited Product Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor? **Yes**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Terex Utilities Inc.

Address: 500 Oakwood Rd

City/State/Zip: Watertown, SD 57201

Telephone Number: 605-882-5604

E-mail Address: stephanie.evans@terex.com

Authorized Signature: 

Authorized Name (printed): Stephanie Evans

Title: Sales Operations Manager

Date: 1/23/18

Notarized

Subscribed and sworn to before me this 23rd day of January, 20 18

Notary Public in and for the County of Codington State of South Dakota

My Commission Expires
September 9, 2021

My commission expires: _____

Signature: 

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? All of our models are designed with an intended use. If warranty damage looks outside normal use/wear and tear, communication is started with the customer to come to a resolution.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Travel time is covered for the first 90 ninety days from the date of truck/unit in-service.
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? No
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? See provided warranty document
 - What are your proposed exchange and return programs and policies? These are handled by our service technicians and dealers.
- 6) Describe any service contract options for the items included in your proposal. National service rates and other ANSI required services have been provided as options in the RFP.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. Specifications for new aerial devices, digger derricks, auger drills, technician services in the shop and field service, and other ANSI required inspection services have been provided for this RFP.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) See provided pricing sheet for all equipment and services.
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer. A NJPA discount has been applied to the sale price of the units as indicated in the attached NJPA 2018 Contract Pricing.
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. Quotes for open market items are provided at the customers request and are priced at the same discount levels for NJPA members.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. Overseas freight will be quoted as an additional charge due to the changing market rates.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. Freight is included for any new truck purchased in the lower 48 states. An additional line item will

be quoted for freight outside the lower 48 states. For parts and services, freight will be quoted at current market rates due to the changing needs of the end users.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. Freight is included to get the trucks to the closest shipping port. Once at the port the title and risk of the truck is transferred to the customer and the truck (per the customer's direction and by their freight forwarder), is loaded onto a ship and delivered to an agreed upon port by the customer. This is a pretty common practice for Terex in the Alaska and Hawaii markets. Final stage manufacturing of Canadian trucks is typically done in Canada by our distributors, and if they are built at our factory, shipping and export compliance is the responsibility of the distributor.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. *N/A*
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. *As a public company we operate with transparency. Our Sales Operations and Service team will calculate all NJPA sales. Our accounting team is given a copy of the monthly sales to process the fees associated with any of the NJPA sales.*
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) *Terex Utilities and our dealers are offering a 1% fee paid to NJPA for any new trucks, services and parts sold through NJPA.*

Industry-Specific Questions

- 19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users. *Simplifying the operation of our units is something we take into account when designing any new product or enhancing our existing products. Example: Our Digger Derrick models come in 5 different product families ranging from 42' -95'. An operator can safely and easily move from a 42' to a 95' because they have the same control system available for each. There is really no difference in the operation except for the size of the unit. This same thought process carries over to our articulating aerial devices as well. An operator can move from a smaller 37' model into 75' model with virtually no change in the way the unit operates. Our articulating / telescoping models all operate the same as well. This simplification allows the operators to safely move between boom sizes and operate the units the same way.*
- 20) Provide examples from your product offering that are not available from most competitors in this industry. *As the innovation leader in the utility equipment industry, Terex Utilities offers our "Load Alert System" that monitors platform and jib capacity on aerial devices and digger derricks and notifies the users if they are in jeopardy of overloading the device. Terex also offers a "True Level Pedestal" for operators needing to safely work on slopes up to 20 degrees. Terex is currently in the process of patenting a lanyard attachment to interlock the boom from operating unless an operator's harness is clipped and secured into the boom.*
- 21) Explain how your equipment in this category reduces down-time on the job site. *Our simplified hydraulic systems reduce the complexity that some of our competitors offer. This simplification increases the uptime*

while reducing complexity making for a more reliable truck. We also have multiple parts central locations in the central and west coast time zones as well as our local service and parts centers to ship parts globally when requested.

- 22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job. We have worked with multiple telematics providers to integrate the boom functions into the daily operation of our trucks. Customers appreciate our flexibility to work with their current providers so they do not have to do anything special and sign up with another provider.
- 23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum? As a global manufacture, Lean manufacturing has been part of our DNA for over 20 years. This lean journey has allowed us to improve our quality, cost and manufacturing process. Our price increases are kept to a minimum and are aligned with typical market increases.
- 24) Explain how your distributors are set up to provide service and support for equipment in this industry. Our distributors have been longtime partners of ours and offer all of the same aftermarket services that our factory direct service team offer in both the shop and field.
- 25) Identify how your products, services and supplies address the scope of this RFP. Terex Utilities has been a leader in the utility equipment industry for over 70 years. We are integrated in all phases of the utility equipment industry with the equipment, services and parts that we provide. As a longtime partner with NJPA we have changed and added models and services to meet your members changing needs. The changes we have seen were added in the scope of the RFP with additional models and services offered.

Signature:



Date:

1/23/2018