

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 1, 2022 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – TANDEM AXLE DUMP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2024 Western Star 47X Tandem Axle Dump Truck from Truck Center Companies, 14321 Cornhusker Rd. Omaha, NE 68138 in an amount not to exceed \$327,500.00.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The proposed purchase of the tandem axle dump truck will be used mainly in snow removal operations on the City's arterial street network. The truck will also be used in the summertime during concrete removal and replacement on City owned infrastructure.

The proposed vehicle will be purchased through the State of Nebraska Contract # 15621-OC

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2024 WESTERN STAR 47X TANDEM AXLE DUMP TRUCK FROM TRUCK CENTER COMPANIES, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$327,500.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Tandem Axle Dump Truck is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2024 Western Star 47X Tandem Axle Dump Truck from Truck Center Companies, Omaha, Nebraska in an amount not to exceed \$327,500.00.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Prepared for:
Robert Taylor
NEBRASKA STATE OF AND
POLITICAL SUB DIVISIONS
1526 K ST STE 130
LINCOLN, NE 68508
Phone: 402-471-2089

Prepared by:
Terry Novotny
Truck Center Companies
14321 CORNHUSKER RD
OMAHA, NE 68138
Phone:

A proposal for
NEBRASKA STATE OF AND POLITICAL SUB DIVISIONS

Prepared by
Truck Center Companies
Terry Novotny

Sep 15, 2022

Western Star 47X

Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27X			WST 47X/49X PRL-27X (EFF:MY24 ORDERS)
Data Version			
DRL-011			SPEC PRO21 DATA RELEASE VER 011
Vehicle Configuration			
001-470	WESTERN STAR 47X	9,050	6,525
004-224	2024 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK	-480	480
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-1W0	HENDERSON		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-26W	CUM X12 475V HP @ 1900 RPM, 1700 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45
Electronic Parameters			
79A-068	68 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
N 79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
N 79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
N 80G-002	PTO MINIMUM RPM - 700		
N 80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
N 80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION		
Engine Equipment			
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-116	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10	
292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES		

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Data Code	Description	Weight Front	Weight Rear
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	-50	10
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-020	UNPOLISHED ALUMINUM WST BATTERY BOX COVER		
107-048	CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-004	CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-027	8 GALLON DIESEL EXHAUST FLUID TANK		
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10	
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-109	1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	20	

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103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-818	CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
370-006	WATER TO OIL TRANSMISSION COOLER		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-016	STEMCO SERIES 340/343/346 TRADITIONAL ALUMINUM FRONT HUB CAPS WITH WINDOW AND RED VENT PLUGS - OIL	
405-007	BENDIX VERSAJUST AUTOMATIC FRONT SLACK ADJUSTERS	
536-104	DUAL POWER STEERING GEARS, BENDIX 16-20K	80
534-003	4 QUART POWER STEERING RESERVOIR	5
533-001	OIL/AIR POWER STEERING COOLER	5
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE	

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION	145
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Data Code	Description	Weight Front	Weight Rear
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE	470	
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS	60	
421-456	4.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES	30	
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-998	NO REAR BRAKE DUST SHIELDS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-007	BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1H2	HENDRICKSON PRIMAAEX 46,000# REAR AIR SUSPENSION	490	

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Data Code	Description	Weight Front	Weight Rear
621-109	10.2 INCH NOMINAL RIDE HEIGHT (475MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-009	54 INCH AXLE SPACING		
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE		
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		

Brake System

490-1AV	WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

Trailer Connections

914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	5	5
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		

Wheelbase & Frame

545-134	6090MM (240 INCH) WHEELBASE, SFA ONLY		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	540	340

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Data Code	Description	Weight Front	Weight Rear
552-029	1575MM (62 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-30	90
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	120	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 158.27 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 155.27 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 354.36 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.71 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 41.1 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 42.97 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.57 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 78.96 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 117.91 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-015	STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION		
562-063	STANDARD CAST ALUMINUM MIDSHIP		
572-082	STANDARD CAST ALUMINUM REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER	20	
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER		

Chassis Equipment

025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS	
556-145	PAINTED STEEL 3/8 INCH SEVERE DUTY BUMPER	115
558-065	FRONT TOW HOOKS - FRONT FRAME EXTENSION MOUNTED	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE	
551-032	CLASS 10.9 THREADED METRIC FASTENERS; REAR SUSPENSION HANGER TO BE HUCK-SPIN	
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE	

Fuel Tanks

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Data Code	Description	Weight Front	Weight Rear
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-12V	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES		184
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB		
82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
667-001	FRONT FENDERS		
678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES		
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS		
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
644-048	X-SERIES VOCATIONAL HOOD		
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
652-016	WESTERN STAR NAMEPLATES		
727-096	DUAL ROUND AIR HONRS, SINGLE BASE, MOUNTED UNDER CAB		

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Data Code	Description	Weight Front	Weight Rear
726-002	DUAL ELECTRIC HORMS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
302-072	ROOF MOUNTED LED MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-001	DAYTIME RUNNING LIGHTS		
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL		
300-043	LED SIDE TURN SIGNAL		
744-1E0	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LH AND RH REMOTE		
796-005	114 INCH EQUIPMENT WIDTH		
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER		
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH		
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

Cab Interior

055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE
707-1C3	CHARCOAL BLACK VINYL BASE LEVEL INTERIOR
70K-016	CARBON WITH BASE BLACK ACCENT
772-001	BLACK MATS
785-014	(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
741-015	(2) COAT HOOKS ON BACKWALL OF CAB

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Data Code	Description	Weight Front	Weight Rear
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
170-015	STANDARD HEATER PLUMBING		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
739-033	STANDARD INSULATION		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
64C-003	BLACK DOOR HANDLES		
756-1J5	BASIC 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT		
760-998	NO FRONT PASSENGER SEAT	-30	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO		
761-135	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH EMBROIDERED LOGO		
763-008	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER SEAT BELT; NO PASSENGER SEAT BELT		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM
106-002	ELECTRONIC ACCELERATOR CONTROL
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-001	BLACK GAUGE BEZELS
734-018	STANDARD CENTER INSTRUMENT PANEL
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE

Prepared for:
 Robert Taylor
 NEBRASKA STATE OF AND
 POLITICAL SUB DIVISIONS
 1526 K ST STE 130
 LINCOLN, NE 68508
 Phone: 402-471-2089

Prepared by:
 Terry Novotny
 Truck Center Companies
 14321 CORNHUSKER RD
 OMAHA, NE 68138
 Phone:

Data Code	Description	Weight Front	Weight Rear
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-031	ENGINE, TRIP AND PTO HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		

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Data Code	Description	Weight Front	Weight Rear
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-043	SINGLE LH SIDE OF CAB MOUNTED CB ANTENNA WITH HEAVY DUTY (RG8) COAX CABLES	2	
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
75A-017	UHF/VHF RADIO POWER/GROUND HARNESS AND MOUNTING TO TOP OF DASH		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE	2	
842-998	NO TURBO AIR PRESSURE GAUGE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

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Data Code	Description	Weight Front	Weight Rear
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Secondary Factory Options

999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE
---------	--

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9499 lbs	8829 lbs	18328 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	9499 lbs	8829 lbs	18328 lbs

Extended Warranty

WAI-5TX	CUM EPA 2017 X12: HD1 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES.
WAX-159	CUM EPA 2017 X12: AT3 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES.
WAK-140	ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX
WAG-042	TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES
WBA-002	FREIGHTLINER/WESTERN STAR ROADSIDE ASSISTANCE PROGRAM: BREAKDOWN SERVICES PROVIDED BY FLEETNET AMERICA

Dealer Installed Options

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Phone:

		Weight Front	Weight Rear
LOC3	HENDERSON BODY QUOTE FOR 16' BODY WITH 60" SIDES PER ATTACHED COPY OF QUOTE FROM ASPEN EQUIPMENT	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Q U O T A T I O N

WESTERN STAR 47X

SET FORWARD AXLE - TRUCK
 CUM X12 475V HP @ 1900 RPM, 1700 LB-FT @ 1000
 RPM, 2000 GOV RPM, VOC
 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
 HENDRICKSON PRIMAAX EX 46,000# REAR AIR
 SUSPENSION

DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 20,000# TAPERLEAF FRONT SUSPENSION
 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
 6090MM (240 INCH) WHEELBASE, SFA ONLY
 13.0MM X 87.0MM X 311.0MM STEEL FRAME
 (0.51X3.43X12.24 INCH) 120 KSI
 1575MM (62 INCH) REAR FRAME OVERHANG

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$ 143,400	\$ 143,400	143,400
EXTENDED WARRANTY	\$ 3,964	\$ 3,964	3,964
DEALER INSTALLED OPTIONS	\$ 178,767	\$ 178,767	178,767
CUSTOMER PRICE BEFORE TAX	\$ 326,131	\$ 326,131	326,131

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (358)	\$ (358)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY) \$ 325,773	\$ 325,773

COMMENTS:

Projected delivery on ____ / ____ / ____ provided the order is received before ____ / ____ / ____.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7159 · Website: www.aspenequipment.com

EQUIPMENT ORDER AND AGREEMENT

Cust Name: City Of La Vista	Quote Number: CITY OF LA VISTA-96-HEN-44778-11-47-v1	Quote Date: 8/5/2022	
Address: 8116 Park View Blvd Lavista Ne 68128	Order Date: NEED	Date Wanted: REQUIRED	
Ship To:	PO#	Required	
Ship Via:			
Contact:	Pick-up/Delivery Instructions:	Sales Person: Clark Stubbendeck	
Phone: 402-331-7827	REQUIRED	Chassis Purchaser: NA	
Fax: 402-331-4375	F.O.B.: Omaha, NE	Order Type: Installed	
Dealership:	AEC#	Express Warranties: Manufacturer's Standard	
Contact:	Special Instructions:		
Bill To:			
Qty	Part/Specification Number	Description	Installed
1	PAINT BODY	SINGLE STAGE ENAMEL PAINT BLACK GREY WHITE	\$178,767.00
1	HYDRAULICS	FORCE HYDRAULICS	
1	HENDERSON DUMP BODY	16' HENDERSON MARK E DUMP body and 60" sides	
1	HENDERSON 8' WING	8' MID MOUNT WING	
1	HENDERSON 11' RSP BLADE	RSP-11' FULL TRIP 201SS	
1	FSH II SPREADER	FSHII 201SS 15' DUAL AUGER SALT/SAND SPREADER	
1	HENDERSON PREWET	DUAL 200 GAL PRE-WET SYSTEM	
1	1.5	Installation Price of Henderson Model Mark E Body	
1	1.104	Solenoid activated air-tailgate latch valve ILO Std (Standard Application)	
2	1.220	Work light, (LED) for sander or wing	
1	1.223	Junction box for strobes, chassis lights, works lights, etc (Where applicable)	
1	2.1	Installation Price of Telescopic Hoist	
1	2.2	Cable operated hoist limitation valve (standard w/hoist)	
1	4.1	Installation as mid mount, behind cab, Price includes all labor, hose and fittings and plumbing to existing hydraulic valve. Truck frame must be clean and unobstructed (bulkhead couplers standard)	
1	5.1	Install front plow hitch. Includes bumper to frame mount kit, hard plumbing from existing hydraulic valve to double acting lift cylinder and 2 sets quick couplers for plow angling	
1	6.1	Installation of Selected Plow (Plow Side Only)	
1	6.12	1/2" rubber deflector, installed	
1	6.13	Sight markers	
1	7.0 Pup Hitch	Not Quoted	
1	8.1	Installation (Slip In Mount) of Sander, price includes hose, fittings labor etc. to plumb from existing valve	
1	8.128	FMVSS 108 Lights (marker lights & s light cluster)	
1	8.134	Install PWS-H hydraulic Prewet kit	
1	9.1	Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics from reservoir to pump to valve	
1	9.240	5100EX-9F Force closed loop w/ granular sensor	
1	10.0 Air Bags	Not Quoted	

Continued On Next Page

BY SIGNING THIS ORDER AND AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND ON PAGE 2 OF THIS ORDER, AND WARRANTS TO SELLER THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE AGREEMENT (INCLUDING THE DISCLAIMER OF WARRANTIES).

Accepted: Aspen Equipment, LLC.

By: _____
Title: _____
Date: _____

Accepted by: _____
Firm Name of Purchaser: _____
Received by: _____
Title: _____ Date: _____



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7157 · Website: www.aspenequipment.com

EQUIPMENT ORDER AND AGREEMENT

Cust Name:	City Of La Vista	Quote Number:	Quote Date:	8/5/2022
Address:	8116 Park View Blvd Lavista Ne 68128	CITY OF LA VISTA-96-HEN-44778-11-47-v1	Order Date:	NEED
Ship To:		Date Wanted:	REQUIRED	
Ship Via:		PO#	REQUIRED	
Contact:	Pick-up/Delivery Instructions:	Sales Person:	Clark Stubbendeck	
Phone:	402-331-7827	Chassis Purchaser:	NA	
Fax:	402-331-4375	Order Type:	Installed	
Dealership:	AEC#	Express Warranties:	Manufacturer's Standard	
Contact:	Special Instructions:			
Bill To:				
Qty	Part/Specification Number	Description	Installed	

Tax Note:

Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

Description of Trade-in and allowance - Purchaser warrants that (1) he has now, and will have on the date of delivery to Seller, clear and marketable title to the following described equipment: (2) that there are no liens or encumbrances on said equipment; and (3) that, upon Seller's request, he will execute a Bill of Sale of said equipment on Seller's form. If any equipment owned by Purchaser is to be traded in as part of the purchase of equipment, but the same is not delivered to Seller until a time later than the date of delivery of the equipment, Seller shall have the right to reappraise said trade-in equipment at the time of the actual delivery to Seller, and said reappraisal value shall determine the trade-allowance for said equipment.

Year	Make/Model	Complete Description - Include Attachments	Serial#	Allowance
Payment Terms of Sales Order:	C.O.D.			Installed
Sales Order Total				\$178,767.00
Trade in Allowance				\$0.00
Sales Tax %	0.000%	Non-Taxable Freight / Delivery: \$0.00		\$0.00
Estimated FET	\$0.00			\$0.00
Transit Tax	\$0.00	Registration Fee \$0.00		\$0.00
Down Payment				\$0.00
Unpaid Balance				\$178,767.00

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Accepted: Aspen Equipment, LLC.

By:

Title:

Date:

Accepted by:

Firm Name of Purchaser:

Received by:

Title:

Date:



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ASPEN EQUIPMENT, LLC

TERMS AND CONDITIONS OF SALE

1) Offer, Governing Provisions, Cancellation and Termination. This document is an offer or counter-offer by ASPEN EQUIPMENT, LLC ("Seller") to sell the goods and/or services that are identified in this document to the buyer identified in this document ("Buyer") in accordance with these Terms and Conditions of Sale ("Terms and Conditions"), it is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon assent to, these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than these Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively, the "Agreement"), shall be the entire agreement between Seller and Buyer on the subject of the transactions described herein; and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. convention on contracts for the international sale of goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing; and no changes to this document or the Agreement will be binding unless set forth in writing and manually signed by Seller in an Order Acknowledgment. This offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer, if Buyer: (i) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Neither Buyer's acceptance of this offer nor any conduct by Seller (including but not limited to shipment of goods) shall oblige Seller to sell to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.

2) Price. Unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the price list.

3) Credit Approval; Payment Terms. All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed to in writing or otherwise provided on the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 18% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, five (5) days after providing written notice of nonpayment to Buyer, (a) defer or suspend further shipments or provision of goods until Buyer reestablishes satisfactory credit, (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods, (c) terminate any order, (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis, or (e) refuse any new order until Buyer reestablishes satisfactory credit. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer shall compensate Seller for storage of completed goods or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities.

4) Taxes and Other Charges. Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

5) Security Interest. Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder.

6) Delivery, Claims and Force Majeure. Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered, ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All timeframes provided by Seller, whether verbal or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.

7) Retention of title. Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to process goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to process goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.

8) Work by Others; Safety Devices. Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, use, installation, or provision of goods. Buyer is solely responsible for furnishing, and requiring its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators' manuals, safety standards/regulations and other sources of safety standards and regulations applicable to the use and operation of the goods.

9) Warranties. The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.

10) LIMITATION OF LIABILITY. Seller's liability with respect to the goods or services sold hereunder shall be limited to the warranty provided in Section 9 of these Terms and Conditions and, with respect to any other breaches of its contract with Buyer, shall be limited to the contract price. Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or under other theories of law or equity, with respect to goods or services sold by seller, including, without limitation, the sale of goods modified at the request of buyer, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

11) Installation. If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.

12) Assignment. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.

13) No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.

14) Cost of Collection. In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.

15) Insurance. Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.

16) Second-hand or used Goods. If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.

17) Services. The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.

18) Compliance. Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.

19) Government Contracts. Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.

Signature: _____

Date: _____