ADAIR COUNTY COMMISSION MINUTES WEDNESDAY, JUNE 3, 2015

Continued from page 61

IN REF. ORDER NO 6 Purchase Agreement for Caterpillar 316E L Excavator

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1. NEW	WARRANTY, New Caterpillar products are sold subject to the torms of the applicable warranty. Copies of the warranty applicable to
this purchase and	
!	Self 5070 () Self 5069 (Century Line) ()
2. USED	WARRANTY, Dealer guarantees a used machine against mechanical failure for a period of
meter hours (whi	chover gomes (rst) as set out below. Dealer will pay % and the Customer% of the cost of repairs.
u. b.	Warranty covers both parts and labor necessary to repair an inoperative machine. Dealer and Customer will share the cost of such repairs (including replacement parts, labor, service expense and mileage as
	required) in the proportion shown above.
c.	Customer agrees to promptly report to Dealer any mechanical failures that occur during the term of this agreement, and to make the muchine available on request to Dealer during its regular daytime working hours; if the Customer desires the work done
	outside of regular hours, Customer agrees to pay the difference between standard rates and overtime rates in effect at that time.
d.	Warraniy period begins on the dute of defivery of the machine to the Customer. Warraniy does not cover expendable items such as glass, tires, cable, hoses, cutting edges, fitters, vits, grease, electrical
t	equipment, batteries, etc. Dealer reserves the right to inspect the machine at any time, and to refuse any claim resulting from negligence or abuse.
9.	
ħ.	IF THE PARTICIPATION IN COST OF REPAIRS OF DEALER IS SHOWN AS "NONE," THE MACHINE IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, AND AT THE CUSTOMER'S ENTIRE RISK AND RESPONSIBILITY.
THEA	BOVE WARRANTIES, IF ANY, ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED; THERE IS NO WARRANTY OF
RANTIES EXTER	LITY; THERE IS NO WARRANTY THAT THE EQUIPMENT SHALL DE FIT FOR ANY PARTICULAR PURPOSE OR USE; NO WAR- ND BEYOND THE DESCRIPTIONS CONTAINED HEREIN.
3. COND	ITION OF TRADE-IN. If, in the opinion of the Dealer, the mechanical condition of the trade-in (if any) is substantially different when it is e Dealer than it was when this Purchase Order was signed, the Dealer reserves the right to request that the trade-in allowance figure be
recvaluated.	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
the Dealer has o	WARRANTY, Dealer warrants full and complete title to the goods which are subject to this agreement including the warranty that (a) good title to the goods; (b) the Dealer has the right to convey title to the goods; (c) the goods sold shall be free and clear of
encumbrances, s	ecurity interests, itens and charges.
5. ACCE	PTANCE. Goods sold pursuant to this agreement shall be inspected by the Customer upon airfival and any use of the goods for nan inspection and testing during this period shall constitute an acceptance. If the goods fall to conform to the agreement in any way,
the Customer sh	all notify the Dealer within five (5) days of arrival and taking such notification the goods shall be deemed to have been accepted.
other labor diffics	E MAJEURE. The Dealer shall not be responsible for any delay of other failure to perform caused by reason of strikes, lockouls, or dias or by material shartages, fires, floods, and other acts of God, accidents, embargees, acts of war, conditions caused by a national
emergency, any	rule, order or regulations of any governmental body or agency, delays of subcontractors, or by reason of any other act beyond the
reasonable contri Dealer may store	of of Dealer, and Dealer's time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, the equipment at Customer's expense and risk and if on premises controlled by Dealer, may charge therefor at a rate similar to that
charged by a put	dic warehouse. Any such storage be deemed delivery for the purpose of this agreement.
 This ag exclusive jurisdic 	greement shall be construed under the laws of the State of lows and the United States of America. The courts of such state shall have tion over all controversies arising out of or in connection with this agreement. It is understood, however, that if any portion of this
agreement is pro	hibited or contrary to the laws of any County, State, Province or other political subdivision in which it is used or to which it is made
without invalidation	II, as to said County, State, Province or other political subdivision be ineffective and void to the extent of such prohibition or illegality ag any of its remaining provisions, and to this end the provisions and clauses of this agreement are declared to be severable.
8. Any ta:	ers or import duties imposed by the faws of any County, Dominion, State, Territory, Province, Municipality or other authority, which
ment, will be add may determine.	quired to pay or to reimburse to others by reason of them manufacture, ownership, use or sale of any goods delivered under this agree- ed to the prion of the goods either as a separate item or included in the invoice price of this goods, as the law may require or Dealer
9. This us	recreent is not subject to cancellation or to change unless requested by the Customer and accepted in writing by the Dealer. In the castomer shall pay the Dealer within 30 days of such cancellation reasonable costs and all other expense incurred
by Dealer prior to	receipt of the request for cancellation (including but not limited to engineering expenses and all commitments to its suppliers,
sub-contractors,	and others) plus an amount equal to fifteen percent (15%) of the total of the foregoing. 'y . yments agreed to by the Customer and not fulfilled by the Customer on the date promised, shall be subject to a late payment penalty
of 1.5% interest p paid in full.	er month (18% per year). The minimum penalty shall be \$2.00 per month. This charge will continue until the amount and interest are
11. Purchi	ager is hereby notified that Alterfer Rents has assigned to J.P. Morgan Property Exchange Inc., acting in its capacity as a Qualified lights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this
aquipment Payrr	ent must be made to "JPEX as QI for Altorfer Rents" and mailed to Altorfer Rents, P.O. Box 1347, Cedar Rapids, IA 52408.
12. REME	DIES. The rights and remedies of the Dealer shall not be exclusive but shall be cumulative and in addition to any other rights and d by any and all clauses of this Purchase Order and to all other rights and remedies in law or equity.
13 ALTOR	REFR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY OR DAMAG-
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ATTEST:

County Clerk

Manla fleben
Presiding Commissioner