

**Customer:** CITY OF MISSOULA  
 Address: 435 RYMAN  
 MISSOULA, MT 59802

County: MISSOULA PO:  
 Phone: 406-552-6000

**Seller:** TITAN MACHINERY-MISSOULA  
 Address: 7580 US HWY 10 W  
 MISSOULA, MT 59808-8704

Phone: 406-543-7782 KEITH HENRY

**2<sup>nd</sup> Signer:**  
 Address:

- NOTICE TO PURCHASER**
1. Read this contract before you sign it.
  2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
  3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
  4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.

**Sales Tax Possession / Receiving Location:**  
**MT, MISSOULA, MISSOULA**

**Purchased Equipment Information**

Type	Qty	Product	PDI	Warranty	Tag #	Serial Number	Sales Price
New	1	CASE, 580SNWT, BACKHOE	NO	Factory	2427584	NHC745128	101,817.95
-							
-							
-							
-							
-							
-							
-							
-							
-							

**Trade-In Equipment Information**

I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product, as a "trade-in" to be applied against the cash price. Such items shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price allowed for each item.

Qty	Description of Trade In	Tag #	Serial Number	Amount
1	CASE, 580K, BACKHOE	2533382	JJG0020624	13,000.00
-				
-				
-				
-				
-				
-				
-				
-				
-				

Tax Breakdown	Amount	2. Total Trade In Allowance	13,000.00
		<b>3. Balance</b>	88,817.95
		4. Total Tax	0.00
		5. Other Options, Charges, Fees	0.00
		6. Trade Payoff / Pre Barter	0.00
		<b>7. Total Due</b>	88,817.95
		<b>SETTLEMENT</b>	
		8. Cash Payment	0.00
		9. Cash Due: (Date)	0.00
		10. Retail Installment Contract	88,817.95
		<b>11. Total Settlement</b>	88,817.95

**Other Options, Charges & Fees** Amount

THIS RSA IS A PRELIMINARY TO LOCK IN MACHINE SALE A PO WILL BE ISSUED NEXT WEEK UPON CITY COUNSEL REVIEW THIS UNIT MEETS ALL REQUIREMENTS PER DIRECT PURCHASE

**Total Other Options, Charges and Fees 0.00**

**It is understood that this is the entire agreement between the parties**

Customer \_\_\_\_\_ Date \_\_\_\_\_ Salesperson: Keith Henry  
 KEITH HENRY

Customer \_\_\_\_\_ Date \_\_\_\_\_ Accepted By: \_\_\_\_\_

## AVAILABILITY / PRICING

I (We), the undersigned, hereby order from you the Product described on the previous page, to be available as shown. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order. Product to be available on or after .

## WARRANTY

### **New, New Demo/Rental Equipment**

Applicable new equipment warranty is available to the customer by a separate statement of Manufacturer's Warranty and Limitation of Liability. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE MANUFACTURER'S WARRANTY.** Remaining new equipment warranty on demo/rental units will be provided per Manufacturer's policy. The customer signature below acknowledges receipt of the warranty statement.

### **Used Equipment Warranty**

Used Equipment is sold AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES unless otherwise noted in warranty column of Purchased Equipment. If extended or Powertrain warranty is noted for used equipment, that warranty will expire based on the Terms and Conditions set forth on the Warranty Contract. Warranty is defined as a failure or defect in parts and/or workmanship. Upgrades, improvements, wear items, tires, maintenance parts, service call mileage and trucking are excluded. Warranty parts and labor must be purchased from Titan Machinery Inc. dealerships.

## ACKNOWLEDGMENTS

I (We) promise to pay the balance due shown on the reverse (line 7 and 8) in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the Seller until one of the foregoing is accomplished. This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a Time Sale Agreement (Retail Installment Contract), subject to available financing and credit approval.

## ADDITIONAL TERMS AND CONDITIONS

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at the time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. In the event the dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling this order in writing immediately on being notified thereof.
3. No delivery of above goods to be made until full settlement is received.
4. Seller and manufacturer make no representations or warranties, express or implied (including the implied warranties of merchantability and fitness) except as provided on the Manufacturer's Warranty and Limitation of Liability Statement.
5. The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.
6. Notification is hereby provided that Titan Machinery Inc. has assigned to Titan Machinery Equipment LLC its rights to sell any rental assets listed within this document as part of a like-kind exchange.

Purchaser(s) Initials: \_\_\_\_\_  
\_\_\_\_\_