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From:	Jerry Eime
Envelope Subject:	STL Sales Agreement City of Sunset Hills ECR58F 11310
Attachments to Fax:	
Envelope ID:	dc24b022-bda0-4cdb-9a63-f4e9fdf1c492
Sender Account Name:	Rudd Equipment
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Subject to the terms and conditions set forth below, Rudd hereby Sells to Buyer and Buyer hereby Purchases from Rudd, all machinery, equipment and other property described in the Schedule of Equipment, set forth below. All said machinery, component parts of the machinery, equipment and other property described in said Schedule of Equipment is hereinafter collectively called the "Equipment."

Ship to: City of Sunset Hills Customer P.O. No.: _____
3939 S Lindbergh Blvd Via: Customer Pick Up
St. Louis, Mo 63127
 F.O.B: Rudd Shipping Date: 05/10/2022

Mail Invoice to: City of Sunset Hills 3939 S Lindbergh Blvd St. Louis, Mo 63127

SCHEDULE OF EQUIPMENT

Quantity	Manufacturer	Model	Serial Number (must be given if any)	Description	Cash Purchase Price
1	Volvo	ECR58F	11310	Excavator	77268

24" bucket
 Hyd Thumb
 Hyd Coupler

Sub-Total	\$	77268
Charges are subject to applicable Taxes		
Freight and Other Charges	\$	
GRAND TOTAL	\$	77,268.00

Terms: All terms are net cash upon receipt of invoice unless otherwise noted above.
 If not paid on due date, 1 1/2 % per month service charge will be applied.
 Title to Equipment retained by Rudd until full purchase price is paid with good funds.

NOTICE TO BUYER: RUDD EXTENDS NO EXPRESS WARRANTIES; ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE DISCLAIMED. All sales of used equipment are made "AS IS-WHERE IS" unless otherwise endorsed above. All sales are made subject to the TERMS AND CONDITIONS printed below this Purchase Order-Sales Agreement.

TERMS AND CONDITIONS OF SALE**1. WARRANTIES.**

1.1 MANUFACTURER'S WARRANTY ONLY. Rudd is not the manufacturer of the Equipment and Rudd gives no express warranty against patent or latent defects in material, workmanship, or capacity, and does not warrant that the Equipment will meet the requirements of any laws, rules, specifications, or contracts which provide for specific machinery or apparatus or special methods. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED FOR ALL EQUIPMENT, NEW AND USED. The manufacturer's written warranty is the SOLE warranty given in connection with the sale of new equipment. The manufacturer's warranty on new equipment is incorporated herein by reference and Rudd has provided the Buyer with a copy of the manufacturer's warranty.

1.2 FAILURE TO RECEIVE COPY OF MANUFACTURER'S WARRANTY. If the Buyer does not receive a copy of the manufacturer's written warranty as provided in Paragraph 1.1 at or before receiving possession of new equipment, it shall be Buyer's obligation to notify Rudd's Louisville office of that fact, and such written warranty will be promptly furnished to Buyer. Failure by Buyer to give such notice shall constitute a waiver of all claims or rights of Buyer which go beyond the terms of said particular manufacturer's written warranty.

1.3 USED EQUIPMENT. Unless specifically stated to the contrary hereon, all used equipment is sold without warranty on an "AS IS-WHERE IS" basis. Buyer acknowledges that Buyer has fully inspected each piece of used equipment, does not desire further inspection and assumes all risks of defects being present therein.

1.4 EXCLUSIVE REMEDY. THE MANUFACTURER'S WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY, AND NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, SHALL BE AVAILABLE TO BUYER AGAINST RUDD.

2. EXCLUSIVE REMEDY AND MAXIMUM LIABILITY FOR RUDD'S BREACH OF PURCHASE ORDER - SALES AGREEMENT. IF RUDD REPUDIATES, FAILS TO DELIVER THE EQUIPMENT, DELIVERS SUBSTANTIALLY NONCONFORMING EQUIPMENT AND BUYER REJECTS THE EQUIPMENT OR JUSTIFIABLY REVOKES ACCEPTANCE OF THE EQUIPMENT, OR IF RUDD COMMITS ANY OTHER SUBSTANTIAL BREACH OF THIS PURCHASE ORDER - SALES AGREEMENT, BUYER'S EXCLUSIVE REMEDY AGAINST RUDD SHALL BE TO RETURN THE EQUIPMENT TO RUDD AT BUYER'S EXPENSE. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, SHALL BE AVAILABLE TO BUYER AGAINST RUDD.

3. INSTRUCTION MANUAL. Buyer acknowledges being furnished with an instruction manual governing safe operation of the Equipment. Buyer warrants that Buyer, and any person who works for Buyer and uses the Equipment, will operate the Equipment in accordance with the instruction manual.

4. SHIPMENT AND RECEIPT OF EQUIPMENT. Should any of the Equipment be received and accepted by Buyer from any carrier in a damaged condition, or with any of the machinery, equipment, parts, or appurtenances missing, it shall be the duty of Buyer to obtain from said carrier a written acknowledgment of the damage or shortage. The failure on the part of Buyer to obtain such statement or acknowledgment upon its receipt and acceptance of the Equipment shall be treated as an acceptance of the Equipment in good, safe serviceable condition and fit for use. Use of the Equipment shall constitute a full, complete and irrevocable acceptance by Buyer.

5. PRICES. Prices do not include freight unless so noted hereon. All prices are subject to changes in current list prices at the time of shipment.

6. PASSAGE OF RISK OF LOSS. All risks of loss, casualty or other damage to the Equipment shall pass to the Buyer at the time when and place where Rudd delivers possession, whether such delivery be to the Buyer or to a common carrier or other independent instrument of transportation or to any other bailee.

7. UNFORSEEN CONTINGENCIES. All shipments are subject to unforeseen contingencies or the effect of priorities or other regulations of any governmental authority, or delays occasioned by strikes or any other occurrence beyond Rudd's control.

8. RENTAL FOR USE OF EQUIPMENT BEFORE REVOCATION OF ACCEPTANCE. If Buyer uses the Equipment and subsequently it is determined by a court that Buyer justifiably revoked its acceptance for any reason, Buyer shall pay a rental fee for each day or part thereof during which the Equipment was used. The rental fee shall be at a rate set by Rudd under the terms of its Lease for equipment similar to that sold to Buyer.

9. PLACE OF MAKING. Louisville, Kentucky, shall be the place of making of this Purchase Order - Sales Agreement and any and all disputes arising hereunder may be settled, or attempted to be settled, only in Louisville, whether such settlement be arrived at, or be attempted, by negotiation, litigation or otherwise.

10. **APPLICABLE LAW; SEVERABILITY.** The law of the Commonwealth of Kentucky shall apply to this Purchase Order - Sales Agreement and its construction. To the extent any provision or clause in this Purchase Order - Sales Agreement is prohibited by any law or is deemed unenforceable, such prohibition or unenforceability shall not invalidate any of the remaining provisions or clauses hereof.

11. **ENTIRE UNDERSTANDING.** RUDD'S SALESMEN AND/OR ANY OTHER EMPLOYEE OF RUDD MAY HAVE MADE ORAL OR WRITTEN STATEMENTS ABOUT THE EQUIPMENT DESCRIBED IN THIS PURCHASE ORDER-SALES AGREEMENT SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUYER AND ARE NOT A PART OF THIS AGREEMENT. THE ENTIRE UNDERSTANDING OF THE PARTIES IS EMBODIED IN THIS PURCHASE ORDER - SALES AGREEMENT TOGETHER WITH ANY SECURITY AGREEMENT COVERING THE EQUIPMENT HEREBY SOLD. THIS AGREEMENT SIGNED AND DATED BY BUYER AND RUDD CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS.

12. **MODIFICATION OF AGREEMENT.** No modification of this Purchase Order - Sales Agreement shall be binding upon the parties or either of them unless such modification is in writing, signed and duly accepted as provided in this Purchase Order - Sales Agreement.

13. **WAIVER.** No waiver of a breach of any provision of this Purchase Order - Sales Agreement shall constitute a waiver of any other breach of the same or any other provision.

14. **SUBJECT TO RUDD'S ACCEPTANCE.** This order and any modification hereto is subject to acceptance by Rudd and shall not be binding upon Rudd until signed by Rudd's authorized representative. This order and any modification hereto may be accepted only at Rudd's home office in Louisville, Kentucky. Acceptance may be executed by Rudd digitally or electronically as provided in this Purchase Order - Sales Agreement and transmitted to Buyer, or, at Rudd's option, may be executed manually by Rudd on the Buyer's Acknowledgment Copy which shall be returned to Buyer by United States Mail.

15. **ELECTRONIC/DIGITAL TRANSACTIONS BINDING.** BUYER (and all personal guarantors) and RUDD expressly agree that this Purchase Order - Sales Agreement and all transactions related hereto now or in the future, may be conducted digitally or electronically. Without limiting the generality of the foregoing, this Purchase Order - Sales Agreement and all other documents and agreements related to the Equipment may be made, signed, transmitted and delivered by e-mail, facsimile, DocuSign or any other electronic or digital means, and electronic or digital signatures shall be legally binding and enforceable

WE HAVE READ AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS, WHICH ARE THOROUGHLY UNDERSTOOD.

Buyer _____

Select One: Corporation Partnership Individual

By _____

Title Superintendent _____

Date _____

Witness _____
(Salesman sign here as witness)

Accepted: Rudd Equipment Company

By _____

Title _____

Date _____