



McALLISTER EQUIPMENT CO.

MACHINE SALES ORDER

Date May 13, 2015

1. I (we) ("Buyer") do hereby agree to purchase the following machines from McALLISTER EQUIPMENT CO., or McALLISTER EQUIPMENT COMPACT LLC ("Seller")

PO# _____

One (1) New 2015 Doosan Model LSC-60HZ Compact Light Tower with switch hitch option (Stock ?)
S/N ?

Price \$ 7,795.00

Warranty: Yes

(Serial Numbers to be inserted when machinery is appropriated to this order)

For which Buyer agrees to pay F.O.B. delivered 7,795.00

Less Allowance for trade-in equipment _____

Trade-in: NONE _____

Trade-in NONE _____

Net Price 7,795.00

Sales Tax Location Tax Exempt Rate 0.00 0.00

Freight _____

Total Cash Price 7,795.00

Less: Rental Credits of Cash Down Payment with order _____

Balance Due 7,795.00

2 Terms: Net Cash due on sale. Seller may charge, and if charged Buyer agrees to pay, Interest at the rate of 1 1/2% per month on the unpaid balance of overdue bills or to the maximum extent permitted from time to time by law.

3. If part or all of the Balance is to be financed, Buyer agrees to execute and deliver a Note and Security Agreement and/or other appropriate financing documents in Seller's customary form upon delivery of the above-described machinery.

4. Ship the above-described machine on or about May 29, 2015 To Palos Park public works

Via: Our truck

ADDITIONAL TERMS AND PROVISIONS ARE CONTAINED ON THE PAGE 2, WHICH ARE HEREBY MADE A PART HEREOF.

McALLISTER EQUIPMENT CO. , Seller

Buyer: Village of Palos Park

By: Tim Stratinsky

Individual Partnership Corporation

Accepted and approved on: _____

Street and Number: 8999 W. 123rd Street

By _____

City Palos Park State IL Zip 60464

Title: _____

By: X 

Title: Mayor

5. All products described herein are sold without warranty of any kind except as expressly stated herein, such warranty being seller's sole warranty with respect to the products Seller warrants that it will convey good title to the products sold by it hereunder, and that such products will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer **SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE.** Seller shall have no other liability whatsoever with respect to the products including (without limitation) any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence. Each new product sold by Seller described herein is sold with the standard warranty of the manufacturer of the product, in effect at the time of shipment, which may be changed by Seller or the manufacturer at any time prior to shipment of said product. All used products sold by Seller herein are sold without warranty of any kind except the aforesaid warranty as to title and any specific warranty noted on the face of this contract following the description of the product.

6. The Buyer represents and warrants that it is the owner of the Trade-in Equipment, with full power, right and authority to dispose of the same as aforesaid free and clear of any lien, security interest encumbrance or other right, title or interest of another, and Buyer agrees to warrant and defend the Trade-in Equipment to Seller against all claims and demands of all persons claiming the same or any interest therein adverse to the Seller by reason of any event or thing occurring or existing prior to transfer of the Trade-in Equipment to Seller.

7. Seller will not be liable for any failure or delay in performance hereof or in the delivery or shipment of products, or for any damages suffered by Buyer by reason of such failure or delay, which is, directly or indirectly, caused by, or in any manner arises from, strikes, lockouts, accidents, fire or other casualty, delays, acts of God, embargoes or governmental action or any other causes beyond the control of the Seller whether the same as, or different from the matters and things herein before specifically enumerated.

8. The Seller's responsibility ceases upon delivery to transportation company, and the Buyer shall make any claims for shortages, delays or damages occurring thereafter directly to the transportation company. Any claims against the Seller for shortages in shipments, defects, delays, or for any other cause shall be deemed waived and released by Buyer unless made in writing within fifteen days after receipt of the shipment.

9. The Buyer agrees that this order may be cancelled only with Seller's prior written consent. When this order is accepted, the terms and conditions herein and of Seller's customary form of Note and Security Agreement and/or other appropriate financing document, where applicable, will cover all agreements between the parties relative to this transaction, and Seller is not bound by any representations or terms made by any agent or employee or contained on any confirmation of order or other writing the Buyer may have heretofore given or may hereafter give relative to this transaction which are not embodied herein.

10. Should Seller employ an attorney to enforce any of its rights under this contract, or under said promissory note, Buyer promises to pay, and there shall immediately become due and payable from Buyer to Seller, a reasonable attorney's fee, or if such is prohibited, then the amount prescribed by law.

11. Should Seller desire or be required to make any written demand upon Buyer, or to give him any notice under the provisions of this contract or otherwise, respective of this contract, or said property, said demand and/or notice shall be deemed to be fully given and/or made and communicated, upon the same being deposited in any post office, in a sealed envelope, addressed to Buyer at the address specified on the face of this agreement and with the postage thereon prepaid.

12. The acceptance of any payments after the same is due or the failure to insist in any one or more instances upon the performance of the terms or conditions of this agreement or to pursue any of the remedies of the Seller or its assignee available herein or at law, shall not be construed as a waiver of the same or any other term, condition, or remedy and shall not prevent the Seller or its assignee from exercising any of the remedies available herein or at law on account of any past or future defaults either in the making of the payments herein provided or in the performance of the various obligations hereof by the Buyer.

13. Any portion of this contract prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.

14. Should suit be brought by Seller to enforce any of its rights under this agreement, the Buyer hereby authorizes, irrevocably, any attorney of any court of record to appear for the Buyer after maturity of the whole or any part hereof in such court in term time or vacation, and confess a judgment, without process, in favor of the Seller or the assignee hereof, for such amount as may appear to be owing hereon, together with costs and reasonable attorneys' fees and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution on such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

15. The Seller reserves the right to increase the purchase price herein in the event the Seller receives similar price increases from the manufacturers involved, prior to shipment. If revised prices are announced prior to shipment and the Buyer approves same, this agreement shall be deemed to be amended accordingly. If the Buyer does not approve said increase in price within 10 business days after Seller's giving Buyer written notice thereof, the Seller shall have the option to cancel this contract.

16. Buyer hereby grants to Seller a security interest in the products sold by Seller hereunder to secure the payment of the full purchase price hereunder.

17. The laws of the State of Illinois shall govern the construction of this contract and the rights and duties of the parties hereto.

18. **THIS CONTRACT SHALL NOT BE BINDING UPON THE SELLER UNTIL DULY ACCEPTED AND APPROVED BY AN AUTHORIZED AGENT OF THE SELLER AND, ALSO, IF THE PROVISIONS OF PARAGRAPH 3 HEREOF ARE APPLICABLE, UNTIL DULY ACCEPTED AND APPROVED BY THE CONTROLLER OF SELLER, IN EACH CASE SUCH ACCEPTANCE AND APPROVAL TO BE EFFECTED AND EVIDENCED BY WRITTEN CONFIRMATION TO BUYER.**




McALLISTER EQUIPMENT CO.
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800/323-8761 Fax 708/389-2963

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3501 North Main Street East Peoria, Illinois 61611 309/694-4455
Fax: 309/698-8223

150 East North Avenue Villa Park, Illinois 60181 630/530-7600
Fax 630/530-1901

3805 North Dirksen Parkway Springfield, Illinois 62707
217/789-03551 800/452-3767 Fax 217/789-0368


Buyer's
Initials: _____