

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 6.30.2025

Meeting Date: 7.14.2025

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
 <div style="color: red; font-weight: bold; margin-top: 10px;">7-14-25</div>

Description:

Consideration and Approval with Authorization for County Judge to sign
FY-2026 Pre-Purchase of 2 ea. 2026 KW T880 from approved Sourcewell
Contract #032824-KTC from MHC Texas Kenworth Co. also including K & H
Wet Kit and Fenders for a total Purchase of \$349,030.66

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

☐ Action Item ☒ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☐ County Attorney ☐ IT ☒ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) Pct.3

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023



TEXAS KENWORTH CO, LLC ("Dealer")

doing business as: MHC KENWORTH - SOUTH FORT WORTH

NEW TRUCK ORDER

ALVARADO, TX 76009
5001 S INTERSTATE 35W
1-817-568-2000

PURCHASER			ADDRESS				
Johnson County			411 Marti Dr				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
817-556-6384			Cleburne	TX	76033-7705	JOHNSON	06/17/2025
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
2	2026	KW	T880	TRACTOR		ANTHONY HEDRICK	
STOCK NUMBER		COLOR	TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE		
		WHITE	07/25/2025		Cash		
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET						\$349,030.66	
<p>-QUOTE INCLUDES K&H WET KIT & FENDERS -PRICE VALID FOR 30 DAYS. -JOHNSON COUNTY SOURCEWELL MEMBER NUMBER 117641. -KENWORTH SOURCEWELL CONTRACT 032824-KTC. -SOURCEWELL T880 DISCOUNT FACTOR 36.3%.</p>							

TRADE TERMS AGREEMENT APPLICABLE ☒ YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT		
YEAR	MAKE	MODEL
SUBTOTAL		\$349,030.66
BUSINESS TAX		
SALES TAX		
VIT TAX		
DOCUMENTATION FEE		
REGISTRATION FEES		
TOTAL DELIVERED PRICE		\$349,030.66
LESS: TRADE-IN ALLOWANCE		
LESS: BALANCE OWED ON TRADE-IN		
TRADE-IN EQUITY		
LESS: CASH DEPOSIT SUBMITTED WITH ORDER		
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)		
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery		\$349,030.66

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

- Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.
- Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.
- The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):	DATE	ACCEPTED BY DEALER	DATE
	7-14-25		

(107-306134-505208

TRCK-SALE-WI-4.3-02-A (REV 05/13)

Customer Initials

MHCUDI795000

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are NO WARRANTIES, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle AS IS with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded-in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the body); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

CB



K&H TRUCKWELD
850 E Industrial Ave
Saginaw, TX 76131
817-385-6773

<u>Fluid Power</u>	PTO Install	Endurant
	PTO switch	Factory switch in Dash
	Pump Install	Dump Pump
	Pump Displacement	6.2 CID
	Controls	K&H standard tower with VM-8
	In line Relief	Internal on Pump
	Work Section #1	N/A
	Work Section #2	N/A
	Work Section #3	N/A
	Hydraulic Tank	Top of Frame Steel 50 Gallon
	In line Filter	No
	Pressure Leads	15'
	Return Leads	15'
	Pedestal	Yes
<u>Fenders</u>	Fenders	Yes
	Style	Tandem full 120" 16ga
	Material	Stainless
<u>Lights</u>	STT Light Box	No
	Strobes Front	No
	Color & Location	N/A
	Strobes Rear	No
	Color & Location	N/A
	Lightbar	No
<u>Toolboxes</u>	Model & Location	N/A
	Roadside	None
	Curbside	None
<u>Wiring</u>	7 way ISO	Yes w/ 15' Leads
	7 Way RV	No
	6 Way	No
	Tarp (2 Pin Socket)	Yes w/ 15' Leads
	Additional Controls	Tailgate switch (electric over air)
	Additional Controls	Tarp (electric)
<u>Options</u>	Additional Controls	
	Headache Rack	None
	Model & Description	N/A
	Cone Holder	None
	Cat Walk	No
<u>Camera</u>	Chassis Steps	None
	Qty & Locations	None
	Monitor	None

\$12,726.12



K&H TRUCKWELD
850 E Industrial Ave
Saginaw, TX 76131

ITEMS ADDED (INCLUDED IN TOTAL PRICE)			
Date	Description	By	PRICE

* Dimensional drawing provided No
* All fluid power requirements outlined No

		Subtotal	\$12,726.12
		Quantity	1
		Order Total	\$12,726.12
sales tax rate	0	Sales Tax	\$0.00
FET	0	FET Tax	\$0.00
		Pre Payment Received	
		Balance Due	\$12,726.12

** Pre payment due: #VALUE!

THANK YOU FOR YOUR BUSINESS!
THE EQUIPMENT YOU NEED.....THE QUALITY YOU DESERVE
K&H TRUCKWELD



TERMS AND CONDITIONS OF SALES AND SERVICE

1. Agreement. Unless otherwise agreed in a written document signed by the owner or General Manager of K&H Truckweld (K&H Truckweld), these Terms and Conditions of Sales and Service ("Terms") govern the purchase of goods (including, but not limited to, new and used equipment, trucks, attachments, components, technology and parts) ("Goods") and services ("Services") from K&H Truckweld by any individual or entity that purchases such Goods or Services from K&H Truckweld ("Client"). K&H Truckweld hereby rejects the terms of any purchase order or other document submitted by Client, unless the document is signed by the General Manager of K&H Truckweld. The placing of an order with K&H Truckweld or the receipt or acceptance of Goods or Services by the Client constitute Client's acceptance of these Terms exactly as written.
2. Order and Delivery of Goods or Services. All orders for Goods and Services are subject to final acceptance by K&H Truckweld in its sole discretion, and upon receipt of the deposit as shown on the associated Quote. Client shall have no right to cancel purchase orders for Goods once a purchase order is issued to K&H Truckweld, provided, however, some parts may be returnable to K&H Truckweld in accordance with K&H Truckweld's then current parts return policy. Client acknowledges that estimated delivery dates for Goods are estimates only; actual delivery dates depend on a variety of factors, including, but not limited to, the production schedules of manufacturers. K&H Truckweld will use commercially reasonable efforts to meet estimated delivery times and shall keep Client advised of the status of its delivery, K&H Truckweld shall have no liability for any loss associated with delay in the delivery of Goods. In addition, K&H Truckweld shall have no liability for delay in performance of Services or delivery of Goods caused by acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages, or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements.
3. Pricing. Unless otherwise set forth on a written quote issued by K&H Truckweld ("Quote"), the price for Goods shall be K&H Truckweld's list price for such Goods on the date such Goods are delivered to Client. Unless otherwise set forth in a Quote, the labor rates for Services shall be K&H Truckweld's standard labor rates for the applicable type of Service (field rates, shop rates, mine rates or specialty rates, as applicable) in effect at the time the Services are performed. Pricing for future orders is subject to change without notice. Client will promptly pay to K&H Truckweld any taxes that K&H Truckweld is required to collect with respect to the purchase of Goods and Services including but not limited to, value added, personal property, sales, use and similar taxes ("Taxes"). For any Taxes from which client claims exemption, Client shall provide K&H Truckweld with properly completed exemption certificates and any documentation needed to validate the exemption prior to the purchase of the applicable Goods and Services. If Client fails to provide an appropriate exemption certificate and supporting documentation, as determined by K&H

Truckweld, Client will remain liable for all such Taxes and will indemnify K&H Truckweld for any liability related to the same. Pricing and risk of loss for purchased Goods is FOB K&H Truckweld's site, unless purchased Goods are shipped to Client directly from the manufacturer, in which case pricing and risk of loss is FOB factory. Any claims for shortages, damages, or delays must be made by Client direct to the carrier.

4. Payment Terms. For Clients with an open credit account with K&H Truckweld, equipment sales payments are due Net 10, and all other payments are due Net 30. For Clients who do not have an open credit account with K&H Truckweld, payment is due upon delivery of Goods or completion of Services. K&H Truckweld may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Goods, completed Services or scheduled Services, until receipt of payment. If Client fails to pay for Goods and Services as and when due, Client shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Client shall pay K&H Truckweld all reasonable attorneys' fees and collection costs incurred by K&H Truckweld. In addition to any other right of off-set or recoupment K&H Truckweld has under applicable law. Client agrees that, with respect to any amounts due from Client or Client's affiliates to K&H Truckweld or K&H Truckweld's affiliates, K&H Truckweld and its affiliates set-off such amounts against any amounts owing to Client or Client's affiliates. If Client requests customization of equipment, Client agrees to pay all parts and labor costs K&H Truckweld incurs in customizing the equipment, regardless of whether or not Client completes the purchase of the customized equipment. Client must pick up its equipment from K&H Truckweld's facility within 30 business days after notification from K&H Truckweld of completion of Services. If Client's equipment is not picked up within 30 business days after such notification, Client will be liable for storage charges of \$300.00 per day from the date of completion of Services until Client's equipment is picked up. K&H Truckweld may sell Client's equipment if such equipment remains in K&H Truckweld's possession after 30 days and any amounts owed remain unpaid.

5. Warranties.

a. New Goods. If Client is purchasing new Goods from K&H Truckweld, Client acknowledges that (i) K&H Truckweld is not the manufacturer of the Goods; (ii) if the Goods include a manufacturer's warranty, K&H Truckweld will pass through to Client the manufacturer's warranty to the extent permitted by terms of such warranty, and (iii) the manufacturer's warranty will be subject to all conditions and exclusions set forth therein. In certain circumstances, Client may have the option of purchasing an equipment protection plan or extended service coverage (each, an "Extended Protection Product"), if such an Extended Protection Product is available and is purchased by Client at the time of sale, the Extended Protection Product will be subject to all conditions and exclusions included in such Extended Protection Product.

b. Used Goods. If Client is purchasing used Goods from K&H Truckweld, Client acknowledges that the only warranties with respect to used Goods are those warranties, if any, expressly set forth in the bill of sale signed by K&H Truckweld.

c. Services. If Client is purchasing services from K&H Truckweld, K&H Truckweld warrants that its Services will be completed in a good and workmanlike manner, with such service warranty extending for a period of twelve months from completion of the original Services.

If K&H Truckweld performs a repair pursuant to its service warranty, the warranty period remains twelve months from completion of the original Services; the twelve-month service warranty period does not start over the with repair. If the replacement parts used by K&H Truckweld in connection with the provision of Services include a manufacturer's warranty, K&H Truckweld will pass such warranty through to Client to the extent permitted by the terms of the manufacturer's warranty. K&H Truckweld's service warranty will be voided in the event of any of the following: misuse or abuse of Goods by Client, subsequent repairs performed by Client or vendors other than K&H Truckweld, use beyond ordinary wear and tear, failure to maintain and operate Goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty.

6. General Provisions. Client may not assign Client's rights or obligations hereunder without K&H Truckweld's prior written consent, and any such attempted assigned will be void. If any provision in these Terms is to be invalid, unlawful, or unenforceable, the remaining provisions in these Terms shall remain in full force and effect.

A party's waiver of any breach will not constitute a waiver of any different or subsequent breach. No employment, agency, joint venture, or similar arrangement is created or intended between Client and K&H Truckweld. K&H Truckweld retains ownership of all records relating to Goods and Services provided to Client ("Records") and may disclose the Records pursuant to a court order or in the event disclosure of the Records becomes part of K&H Truckweld's defense in a legal matter. Client warrants that the invoiced Goods or Services will be used for business or agricultural purposes and not for personal, family or household purposes.

Client Agrees to details of the quote and Terms and Conditions as detailed above.

Authorized Signature:  Date: 7/14/25

Printed Name: Christopher Boedeker
County Judge