

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Courtney Walker

**Department:** Public Works



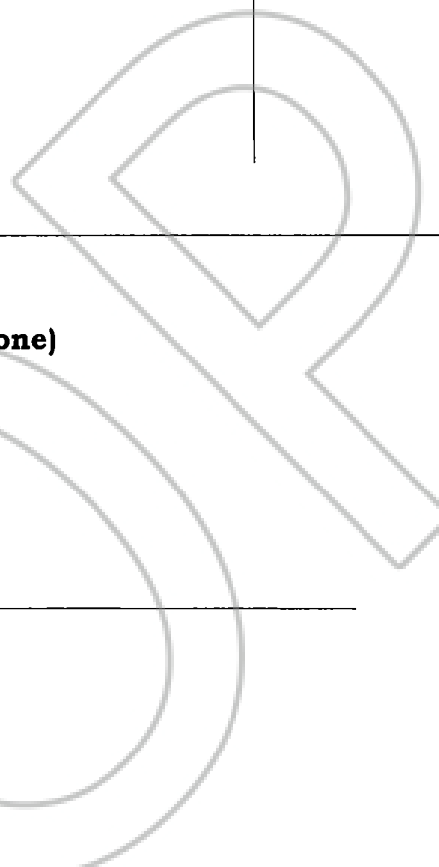
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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_



NO. 2022.082

5/3/22  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY DLB DEPUTY

# CONTRACT FOR THE PURCHASE OF GOODS

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**PAPE MACHINERY**

This Contract for the Purchase of Goods (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (the "County"), and Pape Machinery ("Vendor"). The County and Vendor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties.

**2. GOODS TO BE PROVIDED.** The goods to be provided under this contract consist of: a Masticator head attachment, plate compactor attachment, and a skeleton rock bucket as more particularly described in **Exhibit A** ("goods"), which will be used by the County for purposes including, but not limited to, sifting rock, chipping vegetation, and compacting dirt.

**3. DELIVERY & SETUP.** The vendor agrees to deliver the goods described in Paragraph 2, in accordance with the specifications set forth in Exhibit A, and upon acceptance by the County, title to the goods shall pass to the County. The County will be responsible for setting up or installing the goods. The County shall have the right to inspect the goods upon arrival and after setup within a commercially reasonable time. The County must give notice to the vendor of any claim for damages on account of condition, quality, or grade of the goods and must specify the basis of the claim in detail. Acceptance of the goods described in this Contract is not a waiver of UCC revocation of acceptance rights or of any right of action that the County may have for breach of warranty or any other cause. Unless otherwise stated above, risk of loss from any casualty, regardless of the cause, shall be on the vendor until the title has passed to the County. If provided by the vendor, the County agrees to follow reasonable instructions regarding return of the goods. This contract is subject to the provision of no arrival, no sale terms, but proof of shipment shall be given by the vendor; each shipment to constitute a separate delivery. A variation of thirty (30) days in time of shipment or delivery from that specified in the contract does not constitute a ground for rejection.

**4. PAYMENT FOR SERVICES.** Vendor agrees to provide the goods set forth in Paragraph 2, including delivery, but excluding setup, as set forth in Paragraph 3, for a total of Price of Forty Thousand Four Hundred Forty Five Dollars (\$40,445) (the "Contract Price"). Unless Vendor has received a written exemption from the County, Vendor shall submit payment requests to the County upon delivery and completion of setup of the goods. The County will not issue payment prior to receipt of goods or services. Unless Vendor is in Breach or County is reasonably exercising some other remedy hereunder, the County's obligation for payment shall be due and payable within 21 days of the date on which title to the goods is transferred to the County, as more particularly set forth in Paragraph 3.

**5. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding. Nothing in the Contract will be construed to provide Vendor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Vendor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Vendor. Vendor will have no claim of any sort to the unexpended funds.

**6. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

**7. BREACH AND REMEDIES.** Failure of either party to perform any obligation of this contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel this Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law; exercise of one remedy or right is not waiver of any other right or remedy afforded.

**8. DISPUTE RESOLUTION.** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Vendor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**10. ASSIGNMENT.** Vendor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**11. WARRANTIES.** The services, installations, work and product performed or provided under this Contract shall be free of defects in material and workmanship for a period of 365 days following the completion of such work. With respect to the masticator head, plate compactor, and skeleton rock bucket attachments, Vendor warrants that these items shall be free of any defect for a period of 1 year. Vendor warrants and represents each of the following with respect to any goods provided under this Contract: the goods provided will be fit and sufficient for the particular purpose set forth in Paragraph 2; the goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by this Contract are ordinarily intended for use in government operations; the goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship; the goods shall conform to the standards and specifications set forth in Exhibit A; If vendor has supplied a sample to the County, the goods delivered shall conform in all respects to the sample; the goods shall be uniform and without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units; the vendor has exclusive title to the goods and shall pass title to the County free and clear of all liens encumbrances, and security interests.

**12. INDEMNIFICATION.** Vendor agrees and warrants that the purchase or use of the goods shall not infringe upon any United States or foreign patent, trademark, license, or other interest, and the vendor shall indemnify the County against all judgments, decrees, costs and expenses resulting from any alleged infringement and shall defend, upon written request of the County, at Vendor's own expense, any action which may be brought against the County, its vendees, lessees, licensees, or assignees under any claim of patent infringement in the purchase of the vendor's goods. If the County is enjoined from using such goods, the vendor shall repurchase such goods from the County at the original purchase price. The County shall notify the Vendor promptly of any such suit. If the County compromises or settles any such suit without the written consent of the vendor, the vendor shall be released from the obligation to indemnify. It is understood by both parties that the warranties created by this Contract, as well as all warranties arising by operation of law that affect the rights of the parties, shall be cumulative. The benefit of any warranty made in this Contract shall be in favor of the County and the benefit of any warranty shall apply to both personal injury and property damage.

**13. PUBLIC RECORDS LAW.** Vendor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Vendor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Vendor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. LIMITED LIABILITY.** The County will not waive and intends to assert available NRS Chapter 41 Limitations in all cases. Contract liability of either party shall not be subject to punitive damages.

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**17. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Vendor or County.

**18. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

**19. WAIVER.** The County's failure to insist upon Vendor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County  
Attn: Public Works Department, Stormwater Program Manager  
Post Office Box 218  
Minden, Nevada 89423

**To Vendor:** Pape Machinery  
1255 Spice Island Road  
Sparks, NV 89431

21. **CONFLICT OF INTEREST.** By signing the Contract, Vendor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**Pape Machinery**

By: *Aaron Lanka* *4-26-22*  
Name: Aaron Lanka  
Title: *Territory Mgr., Pape Machinery, Inc.* (Date)

**Douglas County**

By: *[Signature]* *4/27/22*  
Patrick Cates, County Manager (Date)



Exhibit A



**SALES ORDER**

REFERENCE NUMBER

Jason - 782-9019

<b>BILL TO</b>	SIC Code 1611	<b>SHIP TO</b>	Name Douglas County Public Works
Buyer Douglas County Purchasing		Address	1120 Airport Rd. # F-2
Address PO Box 218		City Minden	State NV Zip 89423
City Minden	State NV Zip 89423	County Douglas	
County Douglas	Customer No. 1114741	Delivery Date (Est.) 6-8 Weeks	Customer No. 1114741
Ph. No. 775-782-9019	Fax No. N/A	<b>P.O. NO.</b>	N/A

EQUIPMENT	MAKE	MODEL	EQUIP. #	TRANSACTION		INVENTORY		
				SALE	RPO	NEW	USED	RENT
Fecon		FMX36	TBA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description:		SER. # N/A		\$				
Attachments:		New Fecon 36" Masticator Head Attachment w/ Hose Kit & Couplers		22,575.00				

Del'y/F.O.B	N/A	\$	<b>AGREED PRICE \$</b>	<b>22,575.00</b>
<b>TRADE</b>	YEAR	N/A	SERIAL #	N/A
MAKE	N/A	MODEL	N/A	
Lienholder: None			If Tax Exempt, Provide Certificate or enter Rate Below	
Trade In Allowance ▶ 0.00			Less (Est.) Payoff ▶ 0.00	
			Sales Tax (Exempt%)	
			Total Price \$ 22,575.00	
			▶ Net Trade-In < 0.00 >	

**BILL OF SALE:** FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.

**BUYER'S SIGNATURE: X**

**FINANCE**  FINANCED  ON ACCOUNT  CASH/COD

**TERMS (SUBJECT TO APPROVAL):** Net 10 Day Terms

ALL PRICING IS VALID FOR (30) DAYS FROM THE DATE BELOW

Insurance Agent:

<b>WARRANTY</b>	<input checked="" type="checkbox"/> NEW BASIC (DESCRIBE)	1 Year	Est. PMT. W/Ins.
	<input type="checkbox"/> NEW EXTENDED (DESCRIBE)		Est. PMT. W/O Ins.
	<input type="checkbox"/> AS IS / NO WARRANTY		<input type="checkbox"/> USED (DESCRIBE)

This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.

<b>PAPE MACHINERY, Inc.</b>		<b>BUYER</b>	
(Store Address) 1255 Spice Island Rd.	City Sparks	State NV	Zip 89431
By _____	Title _____	By _____	Title _____
Title Customer Service Advisor	Date 3/28/2022	By _____	Title _____



# SALES ORDER

Page 1 of 2 Init. \_\_\_\_\_

REFERENCE NUMBER Jason - 782-9019

<b>BILL TO</b>	SIC Code 1611	<b>SHIP TO</b>	Name Douglas County Public Works
Buyer Douglas County Purchasing		Address	1120 Airport Rd. # F-2
Address PO Box 218		City Minden	State NV Zip 89423
City Minden	State NV Zip 89423	County Douglas	
County Douglas	Customer No. 1114741	Delivery Date (Est.) 16-18 Weeks	Customer No. 1114741
Ph. No. 775-782-9019	Fax No. N/A	<b>P.O. NO.</b>	N/A

EQUIPMENT	MAKE	MODEL	EQUIP. #	TRANSACTION		INVENTORY		
				SALE	RPO	NEW	USED	RENT
PSM / Cascade		EBG-BSK-36-85	TBA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description:		SER. # N/A						\$
Attachments: New PSM Skeleton / Rock Bucket to fit your JD 85G								6,945.00

Del'y/F.O.B	N/A	\$	<b>AGREED PRICE \$</b>	<b>6,945.00</b>
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<b>TRADE</b>	YEAR	N/A	SERIAL #	N/A	If Tax Exempt, Provide Certificate or enter Rate Below
<b>MAKE</b>	N/A	MODEL	N/A		

Lienholder: None	Total Price	\$	6,945.00
Trade In Allowance ▶ 0.00	Less (Est.) Payoff ▶ 0.00	▶ Net Trade-In	< 0.00 >

**BILL OF SALE:** FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.

**BUYER'S SIGNATURE:** **X**

<b>FINANCE</b>	<input type="checkbox"/> FINANCED	<input checked="" type="checkbox"/> ON ACCOUNT	<input type="checkbox"/> CASH/COD	Down Payment	<	>
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**TERMS (SUBJECT TO APPROVAL):** Net 10 Day Terms

ALL PRICING IS VALID FOR (30) DAYS FROM THE DATE BELOW

<b>WARRANTY</b>		<input checked="" type="checkbox"/> NEW BASIC (DESCRIBE)	1 Year	Est. PMT. W/Ins.
		<input type="checkbox"/> NEW EXTENDED (DESCRIBE)		Est. PMT. W/O Ins.
		<input type="checkbox"/> AS IS / NO WARRANTY		
		<input type="checkbox"/> USED (DESCRIBE)		

This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.

<b>PAPÉ MACHINERY, Inc.</b>		<b>BUYER</b>	
(Store Address) 1255 Spice Island Rd.	By _____	Title _____	
City Sparks State NV Zip 89431	By _____	Title _____	
By _____	Date 3/28/2022		
Title Customer Service Advisor			





# SALES ORDER

REFERENCE NUMBER Jason - 782-9019

<b>BILL TO</b>	SIC Code 1611	<b>SHIP TO</b>	Name Douglas County Public Works
Buyer Douglas County Purchasing		Address 1120 Airport Rd. # F-2	
Address PO Box 218		City Minden	State NV Zip 89423
City Minden	State NV Zip 89423	County: Douglas	
County Douglas	Customer No. 1114741	Delivery Date (Est.) 1-2 Weeks	Customer No. 1114741
Ph. No. 775-782-9019	Fax No. N/A	<b>P.O. NO.</b>	N/A

EQUIPMENT	MAKE	MODEL	EQUIP. #	TRANSACTION		INVENTORY		
				SALE	RPO	NEW	USED	RENT
BTI		TC92VL	TBA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description:						\$		
Attachments: New BTI Plate Compactor Attachment						10,925.00		

Del'y/F.O.B	N/A	\$	<b>AGREED PRICE \$</b>	<b>10,925.00</b>
<b>TRADE</b>	YEAR	N/A	SERIAL #	N/A
MAKE	N/A	MODEL	N/A	

Lienholder: None	Total Price	\$ 10,925.00
Trade In Allowance ▶ 0.00	Less (Est.) Payoff ▶ 0.00	▶ Net Trade-In < 0.00 >
<b>BILL OF SALE:</b> FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.		Sales Tax (WVA Only) (%)
<b>BUYER'S SIGNATURE: X</b>	CA/NV Tire Fee	\$
<b>FINANCE</b> <input type="checkbox"/> FINANCED <input checked="" type="checkbox"/> ON ACCOUNT <input type="checkbox"/> CASH/COD	Balance Due	\$ 10,925.00

<b>TERMS (SUBJECT TO APPROVAL):</b>	Down Payment	< >
Net 10 Day Terms	Doc Fees	
<b>ALL PRICING IS VALID FOR (30) DAYS FROM THE DATE BELOW</b>	<b>INSURANCE</b>	
Insurance Agent:	Amount to Finance	
<b>WARRANTY</b>	Length of Term	
	<input checked="" type="checkbox"/> NEW BASIC (DESCRIBE) 1 Year	Est. PMT. W/Ins.
	<input type="checkbox"/> NEW EXTENDED (DESCRIBE)	Est. PMT. W/O Ins.
<input type="checkbox"/> AS IS / NO WARRANTY	<input type="checkbox"/> USED (DESCRIBE)	

This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.

<b>PAPE MACHINERY, Inc.</b>	<b>BUYER</b>
(Store Address) 1255 Spice Island Rd.	By _____ Title _____
City Sparks State NV Zip 89431	By _____ Title _____
By _____	Date _____
Title Customer Service Advisor Date 3/28/2022	

## TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.
2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.
3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.
4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.
5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.
6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

3rd day of May, 20 22

By Samir Balda Deputy