

**TEREX®****Customer Order Acknowledgement**Terex Utilities, Inc. - 200 Eden Way – Whitehouse, TN 37188 – Phone: 262-547-8500 – Fax: 262-544-8410

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Date: \_\_\_\_\_

**All Stock Trucks Are Subject To Prior Sale.**Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

TEREX Quote #: \_\_\_\_\_  
Stock Truck or Slot #: \_\_\_\_\_

Baseline Price: \$ \_\_\_\_\_

FET Tax Estimate: \$ \_\_\_\_\_

Grand Total: \$ \_\_\_\_\_

\*Plus all applicable taxes and license fees. Chassis payment is due upon chassis receipt at our facility.

Quote is valid for 30 days. Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges.

## Notes:

- 1) Delivery Terms are: FCA, Shipping Point, prepaid and included
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be \_\_\_\_\_ days

**Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to 262-544-8410 or transmit it to your Account Manager.**

Terex Utilities Inc.

\_\_\_\_\_  
Account Manager

Accepted By \_\_\_\_\_

PO Number \_\_\_\_\_

Quantity \_\_\_\_\_

Grand Total \_\_\_\_\_

Date \_\_\_\_\_

**TERMS & CONDITIONS OF SALE**  
**TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.**  
**U.S. and CANADA (except Quebec)**

**1. Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. "Seller" herein shall be the seller identified in the Sales Order Acknowledgement or other applicable sales documents. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Seller's Parts and Equipment (hereinafter collectively referred to as "Products") sold and shipped to Buyer on and after August 1, 2016, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained herein. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

**2. Terms of Payments.** Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

**3. Taxes and Duties.** Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

**4. Title, Property, Risk and Delivery.** Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the

delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

**5. Delays Caused By Buyer.** In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

**6. Cancellation.** Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

**7. Inspection and Acceptance.** Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

**8. Warranty for New Products.** Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse,

negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

**9. Warranty for Used Equipment.** Used Equipment sold hereunder is sold on an “AS IS, WHERE IS, WITH ALL FAULTS” BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment’s condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

**10. Remedies for Breach.** IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER’S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER’S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller’s warranty extend the length of the warranty beyond the period specified in Section 8 herein.

**11. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller’s liability for death or personal injury when directly related to Seller’s negligent act or omission.**

**12. Limitation of Actions.** Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

**13. Specification Changes.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer’s revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

**14. Trade-in Offers.** Trade-in offers are subject to Seller’s inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

**15. Insurance.** Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer’s responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

**16. Patents, Copyrights, Trademarks, Confidentiality.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller’s trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer’s representative, upon prior written approval of Seller. All plans,

photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

**17. Default and Seller's Remedies.** In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

**18. Indemnification by Buyer.** Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

**19. Installation.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

**20. Force Majeure.** Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

**21. Anti-Corruption; Export Controls; No Boycotts.** Buyer agrees that it shall, and that any party retained by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the Products, technology, information or warranty related services. Buyer further agrees that it shall comply with applicable laws pursuant to the Joint Comprehensive Plan of Action (JCPOA) of July 14, 2015 and any other applicable laws, resolutions, regulations or licenses for the export or re-export of Products, technology, information or warranty related services directly, or with its knowledge indirectly into Iran. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly, or with its knowledge, indirectly, into Sudan. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly or with its knowledge indirectly into Cuba without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

**22. Telematics.** If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement and customer support purposes

**23. Construction and Severability.** These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**24. Jurisdiction.** The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

**25. No Assignment.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

**26. No Set-off.** Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

**27. Miscellaneous.** Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: \_\_\_\_\_



Terex Utilities, Inc.  
500 Oakwood Rd, Watertown, SD 57201  
Phone: 605-882-4000 Fax: 605-882-1842

02/07/2017

## **TEREX STOCK**

PO BOX 1150  
500 OAKWOOD ROAD  
WATERTOWN, SD 57201  
Attention:

Phone:

### **Qty. Description**

UNIT

- 1 One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform.  
Unit will be mounted behind the cab.

#### **Design Criteria:**

\* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

#### **Lower Controls:**

\* Individual control levers are located in an accessible location on the turntable.

#### **Lower Boom:**

\* Filament wound high strength fiberglass insert providing an insulation gap.

#### **Upper Boom:**

\* Filament wound high strength fiberglass boom providing an insulation gap.

#### **Rotation:**

\* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

#### **Continuous Unrestricted Rotation:**

\* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

\* A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

#### **Hydraulic System:**

\* Full pressure open center hydraulic system.

\* Hydraulic hoses are equipped with permanent type fittings.

#### **Miscellaneous:**

\* All metallic components of the complete aerial device are powder coat white.

\* The fiberglass upper boom, boom inserts, platforms and covers are white.

**Qty. Description**

\* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.

\* Warning decals provided with unit.

1 Pedestal.

1 8-Gallon Hydraulic Oil Reservoir.

\* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.

\* Return filter and oil eyes.

1 A boom rest with a ratchet type tie down strap is provided.

1 Platform 24" x 30" x 42", End Mounted.

\* Includes one (1) outside access step with slip-resistant surface.

\* A safety harness with lanyard is provided.

\* A Padded saddle rest provides platform support during road travel.

1 Insulated Platform Liner For 24" x 30" x 42" Platform:

\* Tested at 50 KV AC.

1 Vinyl Platform And Control Cover For 24" x 30" Platform:

\* Waterproof with internal elastic cord around edge and external elastic cord around control cover.

1 Auxiliary Let Down for use with Open Center Hydraulics:

\* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

\*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

1 Boom Tip with 4 Function Controls and Platform Rotator:

Upper Controls: "Control-Plus" single stick controller.

\* Enable lever must be actuated before operation.

\* Rated capacity of 400 lbs.

Hydraulic Platform Rotator For End Mount Platform.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Hydraulic Tool Outlets At Platform.

1 Mounting Kit:

\* Behind cab mount for use with torsion bars.

1 Pump for systems requiring 3 to 5 gallons per minute:

\*Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 88% pto.

1 Terex Chassis Controller (DTS50) 12 volt:

\*Provides Inputs and Outputs indication for trouble shooting.

\*LED indicators to show when active.



**Qty. Description**

\*Recommended for all Class 5 Chassis types.

\*Controller programmable for communication with different Chassis manufacturers.

**BODY, INSTALLATION****\*\* BODY INFORMATION \*\***

- 1 108 inch line body per attached specs.
  
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
  
- 1 Platform rest, bottom base
  
- 1 Chassis Spring Additions:
  - \* Build up left rear chassis springs to level vehicle.
  
- 1 Power take off with indicator light for automatic transmission.
  
- 1 DOT Inspection.
  
- 1 Set chassis parameters.
  
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
  
- 2 Rubber wheel chocks with eye bolt.
  
- 1 Grab handles as necessary for 3-point contact.
  
- 1 Rigid stirrup step mounted on side access for ground to body access.
  
- 2 Mud flap with logo 18" tall.  
Note: Trim As-Required.
  
- 1 Under body mounting kit for a pair of mud flaps.
  
- 1 Bracket for storing grounding cable.
  
- 1 2/0 Black Electrical Cable used for grounding per ASTM F855-04:
  - \* 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.
  - \* Three point grounding system for grounding vehicle during work operations.
  - \* Cable must be fully removed from bracket before use.
 NOTE! Purchaser to verify this meets their company's requirements for fault current.
  
- 1 Grounding Loop Kit:
  - \* Consists of (2) grounding copper rings located one at front and one at rear.
  
- 1 Floor mounted boom rest for LT series.
  - \* consists of 105227 and 102658
  
- 1 Peterson LED 7-lamp DOT Lighting Package:

**Qty. Description**

\* Complies with FMVSS 108.

\* Includes required lights, junction box and wiring harness.

\* Note: Back-up lights are incandescent.

- 1 Lighted license plate bracket kit with incandescent light.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 1 Strobe mounting bracket located on turntable on the LT series.
- 1 Hour meter for power take off engagement time or engine hours, specify.
- 1 BH82000 Combination Pintle Hook And 2" Ball:
  - \* Safety chain eyes.
  - "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
- 1 6-prong trailer socket.
- 1 Timbren rubber stabilizers installed on axle.
- 1 Torsion bar stabilizer for rear axle.
- 1 Exhaust extension for light duty chassis.
- 1 Oil tank mounting for external reservoirs.
- 10 Fill with Hydraulic oil for general purpose use.
  - \* Refer to the product maintenance manual for specific type to be used.
- 1 Safety Kit consists of the following:
  - \* 5-lb ABC fire extinguisher with bracket.
  - \* James King triangle reflector kit.
- 1 Paint line body one color up to 156".
  - \*Note - Paint under carriage black.
- 1 Paint body floor with non-skid paint.
- 1 Paint compartment top with non-skid paint.

**CHASSIS**

- 1 Dodge, 5500 4x4 (Spec # 71)
  - \* 19,000 lbs GVWR
  - \* Wheelbase 144.5", CA 60"
  - \* 7,000-lb capacity front axle
  - \* 13,500-lb capacity Anti Spin rear axle
  - \* Cummins (6.7L) 325 HP @ 2,900 rpm, torque 750 lb-ft @ 1,600 rpm
  - \* Aisin AS69RC 6 speed automatic transmission
  - \* Bright White

Qty. Description

1 SPECIAL CHARGES  
Delivery to Customer.

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:  
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;  
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;  
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary  
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start  
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform  
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in  
front in the quote or secondarily on the approved engineering drawing. Any accessories located  
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

**Dakota Bodies, Inc. 108 inches long x 40 inches high x 94 inches wide line body.**  
**Chassis cab to axle (CA) of 60 inches with dual rear wheel axle.**

**Body Dimensions:**

- 40 Inches - Compartment height
- 18 Inches - Compartment depth
- 58 Inches - Load space width
- 24 Inches - Top of body to the top of the floor
- 18 Inches - Horizontal compartment height
- 6 Inches - Wheel well box height

**Body Materials:**

- 16 gauge galvanized. - Main body material
- 12 gauge hot rolled treadplate compartment tops
- 18 gauge galvanized - Inner door panels
- 18 gauge galvanized - Outer door panels
  - 5/16" Stainless Steel continuous rod - Door Hinge Rod.
  - Stainless Steel - Door Hinge Sockets.
- 14 gauge galvanized - Wheel Panels
- 14 gauge galvanized - Front bulkhead
- 18 gauge galvanized - Shelving & dividers.

**Body Floor and Understructure:**

- Cut out in bed area floor for customer supplied aerial/digger
- 12 gauge hot rolled treadplate floor.
- 6 Inch structural steel channel full frame.

**Subframe Installation:**

- **Install customer supplied LT40 Insert in frame**
  - Grounding plate installed at rear of body
  - Five (5) 1/4" - 20 Jiffy clips installed on front flat evenly spaced for tying wires
  - Hydraulic tube 22"L x 3/8" Diameter
- Install bolt on lifting hooks and shippings stands to the opposite end if one set of outriggers is provided

**Accessories:**

- Stainless Steel automotive rotary type door latches
  - Stud mounted latches have hidden fasteners inside the door.
- Chain stops on all doors
- Rubber rolled crown type fenders. (Wheel cut outs with fenderettes shipped loose)
- Automotive bulb type weatherstripping
- Master door lock, hook and loop system on each door
- One (1) square fuel filler cutout in rear Streetside fender panel
- Two (2) Jiffy clips installed on both sides of cutouts
- Mud Flap brackets -Terex PN65325255 installed
- Two (2) - 3/4" Light holes cut out at front of body - One each side

**Streetside Compartmentation**

**1st Vertical:**

- 30" Wide x 40" High x 18" Deep
- Two (2) adjustable shelves each with Five (5) adjustable dividers

**Horizontal Compartment:**

54" Wide x 18" High x 18" Deep

- Open

**Rear Vertical:**

24" Wide x 40" High x 18" Deep

- Two (2) adjustable shelves each with Four (4) adjustable dividers

**Hotstick Shelf:**

108 Inch long shelf installed on the streetside

with a rear dropdown access door.

- Stainless Steel automotive rotary type door latches
- Automotive bulb type weatherstripping

**Curbside Compartmentation****1st Vertical:**

30" Wide x 40" High x 18" Deep

- Five (5) 3/8" round stock fixed material hooks 1-3-1 on an adjustable rail

**Horizontal Compartment:**

54" Wide x 18" High x 18" Deep

- Eight (8) adjustable dividers installed on compartment bottom

**Rear Vertical:**

24" Wide x 40" High x 18" Deep

- Five (5) 3/8" round stock fixed material hooks 1-3-1 on an adjustable rail

**Tailshelf:**

- 12 Ga. treadplate tailshelf 30 inches long X 94 inches wide x 6 inches high.
- Full side and rear skirts to bottom of body - 12 gauge galvaneal *SMOOTH*.
- Pintle mount bumper assembly installed in tailshelf

**Curb Side Access 20" Wide Recessed in Tailshelf on Curbside**

Gripstrut access steps to bed area with

12 gauge galvaneal risers and side kickplates.

**Tailshelf Rear Lighting:**

- 94" Wide **7-Lamp** light bar installed at rear of tailshelf NO LIGHTS
- **To be built per Terex 99059 design**

**Wheel Chock Storage:**

- Two (2) wheel chock holders installed on Curbside