PURCHASE ORDER TO:

POWER TRAC for Tractor

PT2	445 - 45 HP Deutz - 84" Lift Height 445 - 45 HP Deutz-108" Lift Height 51 - Backhoe with 12" Bucket for PT244 18" Bucket for Backhoe Cleats for Backhoe Outrigger (Set of	5 f Tv	\$25,0	000	
	T3327 - 12 cu. ft. Bucket, 60" wide		7. <u>Trenchers:</u> T3332 - Trencher, 4' long, 4" wide	\$240	
4. T3347 - P	Post Hole Digger Head (Pivot) - 6" to 18" \$1,900 Planter Drill Head (Fixed) -6" to 36" Auger \$2,200 T1106 - 6" dia. x 48" long	00000	 T3338 - 72" Power Rake with Front Casters T3339 - 72" Plugger	\$2,400	
6. <u>Blades:</u>	T1105 - 24" dia. x 30" long		22. T3400 - Towing Adapter	\$450	
Arm Rests for Seats			Spare Tire & Wheel	\$640 □	
Name: Address: Phone: Fax:			Sub Total: Tax: Shipping: Total:		
E- Mail: Credit Card Type: Card #: Expiration Date: Cardholder's Signature:		Customer Signature: Date: Signature of customer is acceptance of warranty and other provisions on reverse side. All sales are final. No Returns-No Refunds.			
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Warranty Power Trac

The Equipment and attachments are sold by **PWTI Inc. T/A POWER TRAC** under the warranty set forth in the following paragraph. Such warranty is extended only to the buyer who purchases the equipment directly from **POWER TRAC** as new merchandise. Buyer agrees to indemnify and hold harmless **POWER TRAC**, its owners, employees, or agents from any and all charges and expenses arising from any and all claims of any nature from Buyer, Buyer's insurance company, employees, owners, agents, clients, or any third party resulting in any expense to **POWER TRAC** beyond the limited warranty below.

LIMITED one year warranty on faulty workmanship and materials on wheel motors, frames, and pumps.

In addition, this limited warranty shall not apply to engines, batteries, tires, hydraulic hoses, trailers, etc., which are not manufactured by **POWER TRAC**, as they are covered by the manufacturer's warranty. **POWER TRAC** reserves the right to make design and specification changes on future equipment without notice and without obligation on its part to present owners.

For the time period indicated, after delivery by **POWER TRAC**, this equipment is warranted to be free from manufacturing defects, provided that the same is properly operated under conditions of normal use, with approved attachments, and that regular periodic maintenance is performed or replacements made. **POWER TRAC**'s sole obligation under this warranty is limited to replacing equipment or parts which are returned to it at its nearest designated repair location, transportation charges prepaid, and which, upon **POWER TRAC**'s examination are, in the sole and final discretion of **POWER TRAC**, found to be defective. The option of repair or replacement will be f.o.b. factory or authorized service facility. **POWER TRAC** shall not be liable for consequential damages or special damages.

The foregoing warranty shall not apply if this equipment has been altered or if it has been subjected to abuse, misuse, negligence, or accident. POWER TRAC MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE IN RESPECT TO THIS EQUIPMENT, ALLSALES ARE FINAL. NO RETURNS OR REFUNDS. PRICES AND SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE. DUE TO STEEL PRICE FLUCTUATIONS, PRICE CHANGES ARE EFFECTIVE THE BEGINNING OF EACH MONTH.

WARRANTYREPLACEMENTPROCEDURE

All parts to be returned, which failed within the warranty period or not, must be tagged with an **RGA**(returned goods authorization) number. To obtain an **RGA** number, contact the service department with the model and ID number of equipment and a brief description of the part being returned. Upon receipt at the factory, shipping prepaid by customer, the part will be inspected. If factory inspection indicates failure was due to defect of material or workmanship, and the part failed during the warranty period, the part will be repaired or replaced and shipped prepaid by the factory via UPS ground service. Shipping arrangements other than UPS ground service will be invoiced to the customer. **If a warranty or exchange part is not received within 30 days after the RGA is issued, the customer must pay for the part.**

No warranty consideration will be given on parts not tagged with an **RGA** number. No warranty consideration will be give on parts showing evidence of tampering or disassembly. Replacement parts are warranted on faulty workmanship and materials for 30 days.

RENEWALPARTS

In order that shipment of correct replacement parts for the particular equipment involved can be made, it is absolutely necessary that the following information is supplied with every order:

- 1. Full description of the part or equipment.
- 2. Model number and ID number of equipment.

GOVERNING LAW, FORUM, AND VENUE

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the Commonwealth of Virginia (without regard to the conflict-of-laws principles of such state), including all matters of construction, validity, and performance. In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in the Commonwealth of Virginia.

INTEGRATION CLAUSE

This written Agreement and all documents executed concurrently herewith, represent the entire understanding between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.