

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Hydraulic Hammer Attachment Purchase

<p>Background: The county issued a request for proposals for the purchase of a hydraulic hammer attachment. Two proposals were received, from Modern Machinery and Pape Machinery. Pape quoted 2 different sizes of attachment, A BX 15 for \$16,400, and a smaller BX 10 for \$13,500, both built by BTI. Modern Machinery quoted 1 attachment A MBX 15 built by Stanley for \$14,000. The 15's appear to measure up equally in the literature included. The recommendation is to purchase the lower proposal for the 15.</p>	<p>Requested Action: Award contract for the purchase of a new 2018 Stanley MBX15 hydraulic hammer from Modern Machinery for the amount of \$14,000</p>
--	--

ATTACHMENTS: Proposals

Date: (January 12, 2018) Submitted By: Douglas R. Olsen

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Heard (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:  
Tom Fellows

Needed at Meeting:

\*\*\*\*\*

Scheduled for meeting on: January 17, 2018

Action taken:

\*\*\*\*\*

Follow-up:



Umatilla County Public Works Department  
3920 Westgate  
Pendleton Ore.

1-5-2018

4428 E Trent  
Spokane WA 99212

Phone: (509) 535-1654  
Toll Free: (800) 541-0754  
Fax: (509) 534-6754  
Web Site: [www.modernmachinery.com](http://www.modernmachinery.com)

Attn; Tom Fellows

Tom, Modern Machinery is pleased to offer the following for your consideration.

Stanley MBX15 hydraulic hammer to attach to your Cat backhoe. Unit will have the top plate to attach to the pin grabber coupler. Hoses with couplers and one piece of hammer steel. Your price landed in Pendleton ready to work is \$14,000.00 and availability is good. If you have any questions, please feel free to call me.

Thank you,

A handwritten signature in blue ink that reads "Jim Holland".

Jim Holland

# STANLEY.

## MOUNTED CARRIER ATTACHMENTS MB SERIES SPECIFICATIONS



### Lightweight, extremely powerful breakers

- Minimal moving parts, only two for less maintenance, better performance and less service.
- Superior valve design for operation within a broader range of pressures and flows with less heat and stress on components.
- Added steel reinforcement at lower end of housing to protect housing and power-cell.
- Side-plate bolt locking system keeps bolts from loosening.
- Supported power-cell by rubber cushions and urethane wear plates to absorb shock, vibration and reduce wear - MB556, MB656 and MBX15.
- Box style housing - MB556, MB656 and MBX15.
- Direct acting nitrogen chamber boosts the power of each hammer blow.



### MODEL SPECIFICATIONS

	Unit	MB156	MB256	MB05	MB556	MB656	MBX15
Impact Energy Class	Ft/lbs	175	350	550	750	870	1500
	J	250	475	750	1000	1200	2030
Blows Per Minute	BPM	600-1200	700-1200	650-1550	590-1100	600-1000	400-800
Weight (with Tool & Mounting Brkt)	Lbs	173	493	480	752	872	1168
	Kg	79	224	218	340	396	531
Length (with Tool & Mounting Brkt)	In	42	51	53	63	66.5	69
	Mm	1069	1295	1350	1600	1689	1760
Tool Working Length	In	11	15	15	15	18	16.6
	Mm	279	381	381	381	457	426
Tool Diameter	In	1.75	2.5	2.6	2.7	3	3.3
	Mm	44	64	67	69	76	85
Hydraulic Pressure	PSI	1800-2100	1400-1700	1500-2000	1600-2000	1700-1900	1885-2200
	BAR	124-144	96-117	100-140	110-138	117-131	130-152
Flow Range	GPM	4-10	9-16	10-22	12-22	16-24	15-25
	LPM	15-38	34-60	38-83	45-83	60-91	56-95
System Relief Pressure (Minimum Cracking)	PSI	2600	2600	2600	2600	2600	3000
	BAR	180	180	180	180	180	206
Sound Power Level (LW)	dBA	116	122	125	124	121	126

Specifications and Features are Subject to Change Without Notice

### RECOMMENDED BREAKER TO CARRIER SIZE

	Unit	MB156	MB256	MB05	MB556	MB656	MBX15
Skid-steer Size	Lb	1500-3000	3000-7000	4500-7000	4500-10000	8000-14400	-
	Kg	681-1362	1362-3178	2045-3182	2043-4536	5448-6538	-
Mini Excavator Size	Lb	1900-6000	4000-10000	5000-13500	7000-16000	9000-20000	14000-26000
	Kg	855-2700	1816-4500	2273-6075	3175-7200	4100-9000	6300-11800
Backhoe Size	Lb	-	4000-10000	5000-13500	7000-16000	9000-20000	14000-26000
	Kg	-	1816-4500	2273-6075	3175-7200	4100-9000	6300-11800



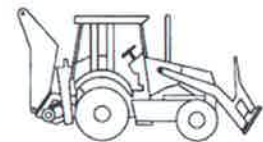
#### Using the carrier selection chart:

Choosing the right attachment is dependent upon two factors ; application and available carrier. Find your carrier weight according to this chart. Match the carrier weight to the recommended Mounted Breaker model number.

Small & Large  
Excavators



Backhoes



### MODEL ORDERING

Model	Part No.	Description
MB156	MB15600	Stanley - Excavator Mount - 6" and 4" Pin Centers**
	MB15614	Stanley - Excavator Mount - Flange Top*
	MB1561SBN	LaBounty - Narrow Skid Steer - 11" Pin Centers**
	MB15641	Stanley, Q-Tach for Walk Behind - 6" and 4" Pin Centers**
MB256	MB25600	Stanley - Excavator Mount - 9" Pin Centers**
	MB25600SS	Stanley - Skid Steer - 9" Pin Centers**
	MB25603	Stanley - Excavator Mount - Flange Top*
	MB25641	Stanley - Q-Tach for Walk Behind - 9" Pin Centers**
	MB2570	LaBounty - Excavator Mount - 11" Pin Centers**
	MB2570SB	LaBounty - Cradle Skid Steer - 11" Pin Centers**
	MB2570SS	LaBounty - 2 Position Skid Steer - 11" Pin Centers**
	MB2570XC	LaBounty - Excavator Mount - Exchange Top
MB05	MB2570XCS	LaBounty - Skid Steer - Exchange Top Combo
	MB05e00	Stanley - Excavator Mount - 9" Pin Center** and Flange Top*
	MB05s02	Stanley - Cradle Skid Steer - 9" Pin Centers** and Flange Top*
	MB05e04	Stanley - Excavator Mount - CP027, TAG QC27 Top
	MB05s04	Stanley - Skid Steer / CP027, TAG QC27 Combo
	MB05e05	Stanley - Excavator Mount - Exchange Top
	MB05s05	Stanley - Skid Steer - Exchange Top Combo

Model	Part No.	Description
MB556	MB55600	Stanley - Excavator Mount - Flange Top*
	MB55600SS	Stanley - Skid Steer - Fixed 20 Degrees
	MB55601	Stanley - Excavator Mount - 14" Pin Centers**
	MB55607	LaBounty - Excavator Mount - 14" Pin Centers**
	MB5570SB	LaBounty - Skid Steer - Fixed 20 Degrees
	MB5570XC	LaBounty - Excavator Mount - Exchange Top
MB656	MB5570XCS	LaBounty - Skid Steer - Exchange Top Combo
	MB65603	Stanley - Excavator Mount - Flange Top
	MB65607	Stanley - Excavator Mount - 14" Pin Centers**
	MB65609	Stanley - Excavator Mount - 1/4 Yard Wain Roy, C&P, TAG
MBX15	MB6560XC	LaBounty - Skid Steer - Exchange Top Combo
	MBX15E03	Stanley - Excavator Mount - Flange Top*
	MBX15E00	Stanley - Excavator Mount - 14" Pin Centers**
	MBX15E09	Stanley - Excavator Mount - 1/4 Yard Wain Roy - C&P, TAG

Information information pertaining to hydraulic breaker models:

\* "Flange Top" for use with quick coupler applications requires custom fit mounting bracket (sold separately).

\*\* "Pin Centers" for direct pin to carrier boom applications, requires mounting pak (sold separately).

Most breakers come standard with a Conical Bit, except for the MB05, which has a Chisel Cross Cut Bit

**OPERATIONAL ACCESSORIES - SMALL BREAKERS**

Model	Part No.	Description
MB156	26257	Tool Bit, Asphalt Cutter, Cross Cut
	26259	Tool Bit, Conical Point
	26260	Tool Bit, Chisel, Cross Cut
	26261	Tool Bit, Chisel, Line Cut
MB256	25170	Tool Bit, Asphalt Cutter, Cross Cut
	25171	Tool Bit, Asphalt Cutter, Line Cut
	27281	Tool Bit, Conical Point
	27282	Tool Bit, Chisel, Cross Cut
	27283	Tool Bit, Chisel, Line Cut
	27284	Tool Bit, Blunt Point
MB05	27286	Tamping Pad
	69863	Tool Bit, Conical Point
	69864	Tool Bit, Chisel, Cross Cut
	69865	Tool Bit, Chisel, Line Cut
	69866	Tool Bit, Blunt Point
	69867	Tamping Pad
	72911	Tool Bit, Asphalt Cutter, Cross Cut
72912	Tool Bit, Asphalt Cutter, Line Cut	
MB556	56547	Tool Bit, Conical Point
	56548	Tool Bit, Blunt Point
	56549	Tool Bit, Chisel, Line Cut
	56550	Tool Bit, Chisel, Cross Cut
	56551	Tamping Pad
MB656	28123	Tool Bit, Conical Point
	28124	Tool Bit, Line Cut
	28125	Tool Bit, Cross Cut
	28126	Tool Bit, Blunt Point
	18942	Tamping Pad
MBX15	71623	Tool Bit, Conical Point
	71624	Tool Bit, Chisel, Cross Cut
	71625	Tool Bit, Chisel, Line Cut
	71726	Tool Bit, Blunt Point
	71627	Tool Bit, Moil Point



Moil Point



Conical Point



Cross-cut Chisel



Line-cut Chisel



Blunt Point



Asphalt Cutter Line-cut



Asphalt Cutter Cross-cut



Tamping Pad Assembly

Quote Id: 16629593

---

Prepared For:

**UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT**

---



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.  
1907 E James Street  
Pasco, WA 99302

Tel: 509-547-8813

Mobile Phone: 509-995-4706

Fax: 509-547-7959

Email: [rgoodwin@papemachinery.com](mailto:rgoodwin@papemachinery.com)

Date: 09 January 2018

Offer Expires: 15 February 2018

---

*Confidential*

**Quote Summary**

**Prepared For:**  
 UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT  
 3920 Westgate  
 Pendleton, OR 97801  
 Business: 541-278-5424

**Prepared By:**  
 RALPH GOODWIN  
 Pape Machinery, Inc.  
 1907 E James Street  
 Pasco, WA 99302  
 Phone: 509-547-8813  
 Mobile: 509-995-4706  
 rgoodwin@papemachinery.com

**Quote Id:** 16629593  
**Created On:** 09 January 2018  
**Last Modified On:** 09 January 2018  
**Expiration Date:** 15 February 2018

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2018 BTI BX15	\$ 16,400.00 X	1 =	\$ 16,400.00
<b>Equipment Total</b>			<b>\$ 16,400.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 16,400.00
SubTotal	\$ 16,400.00
Total	\$ 16,400.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 16,400.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 16629593

Customer: UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

## 2018 BTI BX15

Hours: 0

Stock Number:

Code	Description	Qty
BTI	NEW BTI BX 15 HYDRAULIC BREAKER WITH 1 TOOL	1





**Quote Id:** 16629593

**Customer:** UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

---

Pape Machinery, Inc. - Pasco, WA  
1907 E James Street  
Pasco, WA 99302  
Phone: 509-547-8813

## 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.

Quote Id: 16629593

---

Prepared For:

**UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT**

---



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.  
1907 E James Street  
Pasco, WA 99302

Tel: 509-547-8813

Mobile Phone: 509-995-4706

Fax: 509-547-7959

Email: [rgoodwin@papemachinery.com](mailto:rgoodwin@papemachinery.com)

Date: 09 January 2018

Offer Expires: 15 February 2018

---

*Confidential*

**Quote Summary**

**Prepared For:**  
 UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT  
 3920 Westgate  
 Pendleton, OR 97801  
 Business: 541-278-5424

**Prepared By:**  
 RALPH GOODWIN  
 Pape Machinery, Inc.  
 1907 E James Street  
 Pasco, WA 99302  
 Phone: 509-547-8813  
 Mobile: 509-995-4706  
 rgoodwin@papemachinery.com

**Quote Id:** 16629593  
**Created On:** 09 January 2018  
**Last Modified On:** 09 January 2018  
**Expiration Date:** 15 February 2018

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2018 BTI BX10	\$ 13,500.00 X	1 =	\$ 13,500.00
<b>Equipment Total</b>			<b>\$ 13,500.00</b>

**Quote Summary**

Equipment Total	\$ 13,500.00
SubTotal	\$ 13,500.00
Total	\$ 13,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 13,500.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 16629593

Customer: UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

## 2018 BTI BX10

Hours: 0

Stock Number:

Code	Description	Qty
BTI	NEW BTI BX 10 HYDRAULIC BREAKER WITH 1 TOOL	1



**Quote Id:** 16629593

**Customer:** UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

---

Pape Machinery, Inc. - Pasco, WA  
1907 E James Street  
Pasco, WA 99302  
Phone: 509-547-8813

## 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.