



PURCHASE CONTRACT

Stock#: TBD	VIN:TBD	0 PETERBILT 567	Price:	\$156,323.99
CUMMINS X15		estimated - WET KIT AND FENDERS		\$13,000.00
		WARRANTY - ENGINE 5YR/200K - SOURCED GOODS		\$2,200.00
		WARRANTY - AFTERTREATMENT - 5YR/200K MILES - SOURCED GOODS		\$1,260.00
		PDI & DELIVERY - SOURCED GOODS		\$620.00
			Per Unit:	\$173,403.99

Total Price	\$173,403.99
Documentation Fee	\$300.00
Title Fee	\$165.00
Plate Fee	\$8.00
Total	\$173,876.99

***** Peterbilt Motors Company Sourcewell Contract #032824-PMC. *****

- Order Requirements:
- Signed specs w/ each page initialed
 - Signed Purchase Contract
 - Customer PO

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection to the body builder.
 (body will be invoiced separately when delivered complete)

Quote is valid for 90 days or while supplies last.
 Price is not protected.
 Delivery timeframe is not guaranteed.
 Trade values subject to change depending on usage/condition.

IMPORTANT BUYER INFORMATION

- 1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS."SEE TERMS AND CONDITIONS SECTION 6 ON REVERSE SIDE.
- 2. TERMS AND CONDITIONS. The terms and conditions forth is purchase and sale are attached.
- 3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
- 4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein.
- 5. This transaction will not have in consideration any trade vehicles and/or financing.

Purchaser's Initials

Date

BUYER'S REPRESENTATIONS

I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

Purchaser's Initials

Date

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions:

1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges shall give Buyer the right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, the Parties may work with one another and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to decrease or discount said fees, costs, and/or surcharges, or to review, evaluate and approve material changes in costs.

3. **INDEMNITY.** To the extent permitted by applicable law, Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins. To the extent permitted by applicable law, Dealer agrees to indemnify, defend, and hold harmless Buyer, its officers, agents, and employees, from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Dealer and its employees, or because of any act or omission, neglect or misconduct of the Dealer, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Nothing contained herein shall be construed as prohibiting the Buyer, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Dealer shall likewise be liable for the cost, fees and expenses incurred in the Buyer's or the Dealer's defense of any such claims, actions, or suits. The Buyer does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

4. **BUYER DEFAULT PRIOR TO DELIVERY:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered or to otherwise comply with the terms of this Order, Dealer may reserve its claims against Buyer for actual damages. Dealer will be entitled to offset any cash deposit made by Buyer and, may further sell any trade-in and may offset the proceeds against the amounts due from Buyer. Buyer agrees and acknowledges that it has ordered the Vehicle(s) based on its own needs and for its own purposes and that such Vehicle(s) may not be subject to prompt resale, and that as such determination of actual damages may be delayed or difficult.

5. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at anytime without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

6. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control and without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part to any cause beyond the control and without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

7. **TAXES:** The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Where applicable, Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability. Buyer shall furnish certificate(s) of any tax exemption(s) to Dealer upon request.

8. **WARRANTY DISCLAIMER:**

a. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

b. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

d. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection,

e. Dealer is not part of any aftermarket or third-party service contractor warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

9. **DAMAGE DISCLOSURE:**

a. **NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE:** Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

10. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.
11. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.
12. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.
13. **SAVINGS CLAUSE GOVERNING LAW AND VENUE:** Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State of Illinois, and Buyer agrees that the state court of the county in which the Buyer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.
14. **DISPUTE RESOLUTION:** Any dispute arising out of or relating to this Order shall be resolved by filing suit in the 18th Judicial Circuit Court of DuPage County, Illinois..
15. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE:** If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.
16. **SECURITY INTEREST IN TRADE-IN.** By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed here with. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.
17. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.
18. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. Neither Party may assign this Order or any interest therein, in whole or in part, without the prior written consent of the other Party.
19. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within sixty (60) days after demand by Dealer.
20. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at anytime upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.
21. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s). Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related here to, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.
22. **RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE.** The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "ASIS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.
23. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity. Failure of the Dealer to correct or repair such defect or nonconformity within sixty (60) days of being provided notice thereof shall constitute a breach of this Agreement. The Parties may agree to extend this timeframe should the manufacturer indicate an extension is necessary to complete corrections and/or repairs.
24. **TITLE.** The parties here to agree that the Title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.
25. **VEHICLE EMISSION LAW.** Dealer makes no representations or warranty that the Vehicle(s) sold here under passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.
26. **CONSEQUENTIAL DAMAGES.** Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages exceeding twice (2x) the amount(s) paid to Dealer pursuant to this Agreement.
27. **ATTORNEYS FEES.** In the event of any breach of this Order or default by either Buyer or Dealer, each party shall be responsible for their own attorney's fees and costs.
28. **SEVERABILITY.** Buyer and Dealer agree that if any portion of this Order is deemed unenforceable, or is contrary to any applicable statute, administrative code, or state mandated form of agreement or contract, the only that portion of the Order shall fail, the remainder of the Order shall remain in force.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

DuPage County Public Works

Purchaser's Name

Sales Representative

Purchaser's Signature

Date

Manager

**AGREEMENT AND ACKNOWLEDGMENT REGARDING PRICE
INCREASES, SURCHARGES, FEES AND COSTS**

Vehicle Order: DE-09575

Buyer: DuPage County Public Works

Dealer: **Peterbilt Illinois Joliet Inc dba JXTruckCenter**

Date: 12/20/24

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain body- builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges shall give Buyer the right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, the Parties may work with one another, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to decrease or discount said fees, costs or surcharges, or to review, evaluate and approve material changes in costs.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:

**Peterbilt Illinois Joliet, Inc dba JX Truck
Center**

535E. South Frontage Road
Bolingbrook IL 60440

BUYER:

DuPage County Public Works

7900 S ROUTE 53
WOODRIDGE, IL60555

By: _____

Print: _____

By: _____

Print: _____

