

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Environmental Quality

Department contract file name (use effective date): n/a

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: John Deere 850K Dozer WARRANTY & PURCHASE DOCUMENTS

Contract Component: Other

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: James River Equipment VA, LLC

Effective Date: 12/7/2020

Approved by: Commissioners

Commissioner Approval Date: 12/7/2020

Ending Date: Click here to enter a date.

Total Amount: \$139,000

Is this contract funded by federal dollars? Yes  No

2. Department Head or his/her designee has read the contract in its entirety.

By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract



## JOHN DEERE EXTENDED WARRANTY CONTRACT COMPLIANCE

Excavators(160-850 size): Extended Warranty Contracts at **any hour level** will require oil sampling at a maximum of 500 hours intervals.

Most other models: Extended Warranty Contracts above 5,000 hours will require oil sampling at a maximum of 500 hour intervals.

\*Please note that for extended warranty extension, sampling requirements begin on the date the extension is signed.

PRODUCT	CONTRACTS	Type of sample (500hr max interval)		
		Hydraulic	Hydrostatic	No Samples
<b>Excavators(160-850 size)</b>	<b>Extended Contracts at any hour level</b>	X		
ADT's	Extended Contracts Above 5000 hrs	X		
Backhoes	Extended Contracts Above 5000 hrs	X		
Crawlers:450,550,650,700,750,850	Extended Contracts Above 5000 hrs	X	X	
Crawlers:605,655,755,950,1050	Extended Contracts Above 5000 hrs	X		
Energy Wood Bundlers	Extended Contracts Above 5000 hrs	X		
Excavators(75-135 size)	Extended Contracts Above 5000 hrs	X		
Forwarders	Extended Contracts Above 5000 hrs	X		
Knuckleboom Loaders & Swing Machines	Extended Contracts Above 5000 hrs	X		
Loaders	Extended Contracts Above 5000 hrs	X		
Motor Graders	Extended Contracts Above 5000 hrs	X		
Skidders	Extended Contracts Above 5000 hrs	X		
Wheeled/Tracked Feller Bunchers	Extended Contracts Above 5000 hrs	X		
Wheeled/Tracked Harvesters	Extended Contracts Above 5000 hrs	X		

**John Deere reserves the right to debit 20% of warranty claim for non-compliance.**

**Compliance means a sample has been done within 500 hours of a warranty claim**

- Hour levels on claim and sample cannot match
- Sampling at failure is not proactive
- Sample is audited to see if it was done, not the results of the fluid testing

**Reports done through John Deere Fluid Analysis program (Staveley) are sent to Deere**

- **Other providers reports will be accepted**
- Reports need to meet some minimum specs
- **Reports from other suppliers must include:**
  - Additive analysis
  - Wear Metal analysis
  - Water by Karl Fischer
  - Total Acid (or TAN)
  - Viscosity
    - \*Measured at either 40<sup>oC</sup> or 100<sup>oC</sup>
  - Contaminants (including Sodium)
  - Oil brand and type
  - Hours on machine
  - Complete Serial Number of Machine
    - \*This must be a PIN number

*This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.*

*Vicki McConnell*  
 \_\_\_\_\_  
 Vicki S. McConnell, Finance Officer

I have read and understand the preceding: **X**

/printed name Dan LaMontagne







# Application For Extended Warranty

## For John Deere Construction, Forestry, And CWP Products

Print Form

The John Deere equipment Owner identified below ("Owner") hereby applies for Extended Warranty to John Deere\*. (\*In the US: John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098, except for Owners in GA or NY, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, Illinois 61265-8098. In Canada: John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5.) John Deere's obligations under the Extended Warranty for John Deere Construction, Forestry, and CWP Products are backed by the full faith and credit of John Deere. This Application is made in accordance with the terms set forth in this document for the John Deere product identified below. Owner desires the Extended Warranty coverage option(s) checked:

Check One: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Governmental <input type="checkbox"/> Rental <input type="checkbox"/> Forestry or Severe Duty* <input type="checkbox"/> Forestry Extreme Duty**	<b>1. APPLICATION GROUP</b>
* Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly heavy duty. (36 months/ 6,000 hours maximum coverage) ** Forestry Extreme Duty applications are: 648, 748, 848 model grapple skidders equipped with regular (NOT Sweda) axles, chains and/or dual tires. (36 months/ 6,000 hours maximum coverage)	

**2. COVERAGE TYPE & DURATION**

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION. EXTENDED WARRANTY IS CALCULATED FROM ORIGINAL DATE OF DELIVERY. \*\*\*  
 FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. Note: Months/ hours selected may not exceed maximum specified for the designated application group.

<input type="checkbox"/> Full Machine  Expiration - First To Occur (Months or Hours) Months after first retail purchase*** <table style="width: 100%; font-size: small;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td><input type="checkbox"/> 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> </tr> </table> <p style="font-size: x-small; text-align: center;">Above are additional months, after expiration of Corresponding Standard Warranty</p> <p>You have selected <input type="text" value="84"/> total months          and <input type="text" value="6000"/> hours</p>	Std. Warranty	12	24	36	48	60	72	84	<input type="checkbox"/> 12 months	N/A	12	24	36	48	60	72	<input checked="" type="checkbox"/> Powertrain Plus Hydraulics or <input type="checkbox"/> Powertrain or <input type="checkbox"/> Engine Only  Expiration - First To Occur (Months or Hours) Months after first retail purchase*** <table style="width: 100%; font-size: small;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td><input checked="" type="checkbox"/> 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> </tr> <tr> <td><input type="checkbox"/> 24 months</td> <td>N/A</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>N/A</td> <td>N/A</td> </tr> </table> <p style="font-size: x-small; text-align: center;">Above are additional months, after expiration of Corresponding Standard Warranty</p> <p>You have selected <input type="text" value="84"/> total months          and <input type="text" value="6000"/> hours</p> <p style="font-size: x-small; text-align: center;">Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only</p>	Std. Warranty	12	24	36	48	60	72	84	<input checked="" type="checkbox"/> 12 months	N/A	12	24	36	48	60	72	<input type="checkbox"/> 24 months	N/A	N/A	12	24	36	N/A	N/A
Std. Warranty	12	24	36	48	60	72	84																																		
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<input type="checkbox"/> 24 months	N/A	N/A	12	24	36	N/A	N/A																																		
*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.																																									

Owner Name		Email Address	
Address (Street, RR)		(City/Town)	(State/ Province) (Zip/Postal Code)
<b>DEALER NUMBER</b> 17-9760	Dealer Name JAMES RIVER EQUIPMENT VA, LLC		Address PO BOX 25068
	(City/Town) RALEIGH		(State/Province) NC
<b>Product Description</b>	Model	Product Description	Hourmeter Reading
	850K	JD CRAWLER DOZER	5005
		Product ID No. (Pin)	Delivery Date
		1T0850KXHEE261998	

**IMPORTANT NOTE TO OWNER:** Complete terms of John Deere's Extended Warranty are set forth on this document. Please read both pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH EXTENDED WARRANTY ARE LIMITED AS INDICATED ON BOTH PAGES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Extended Warranty is not insurance.

**OWNER RESPONSIBILITIES:** After the product's Standard Warranty expires, the Owner will be responsible for the first \$200 of repair cost for each repair event covered by Extended Warranty, except for covered repairs to the product's (1) engine or powertrain, or (2) hydraulics (if Extended Powertrain Plus Hydraulics coverage is the only coverage in effect.) Scraper tractor Extended Warranty is limited to the powertrain only with a \$750 deductible for each repair event covered under the Extended Warranty.

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of John Deere's Extended Warranty, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, and (2) the coverage charge is paid.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TRANSFER** - The unexpired portion of this Extended Warranty may be transferred with John Deere's approval (See Section H on second page for complete details.) Complete the section below to request transfer.

Purchaser Application: Forestry or Severe Duty Commercial × Governmental Rental Forestry/Extreme Duty	Dealer Number Charged	Purchaser Name		Address (street, RR)	
	17-9760	CHATHAM COUNTY SOLID WASTE & RECY		28 COUNTY SERVICES RD	
		(City/Town)	(State/Province)	(Zip/Postal Code)	
		PITTSBORO	NC	27312	
Date Machine Sold	Transfer Hourmeter Reading	Date Inspection completed & approved	Signature of New Buyer	Date	Dealer Confirmation Date
	5005		X	1/22/21	X

JD-E 17-12 Effective (06/Feb/2018)

I HAVE RECEIVED BOTH (2) PAGES OF THIS APPLICATION FORM. Owner Initials: OC Date: 1/22

## A. EXTENDED WARRANTY - GENERAL PROVISIONS.

During the coverage period, John Deere will repair or replace, at its option, covered components that were either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer ("Dealer"). Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below. Under each coverage option, the Extended Warranty period begins when the product's corresponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through Dealers for John Deere products, and may be purchased at any time before the product's Standard warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) and the coverage charge is paid. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this product in accordance with Section H below.

## B. FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

**Fluid Analysis:** As a condition of coverage, the following Extended Warranty contracts require fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above.
  - All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours.
- Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from this requirement.

Owner is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage. If sample frequency is not maintained, and repairs occur, Owner will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Warranty contract.

**Maintenance:** The Owner, at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate records verifying maintenance.

**L SERIES SKIDDERS, L SERIES WHEELED FELLER BUNCHERS, M SERIES TRACKED FELLER BUNCHERS: Additional Fluid Analysis & Maintenance may be required.** As a condition to receive a Powertrain Ultimate Uptime Extended Warranty and Preventative Maintenance contract, the following will be required:

- A Dealer must perform all major services, including without limitation, scheduled maintenance in accordance with the Operator's Manual for the duration of the Extended Warranty Term.
- Submit oil samples through ALS after every service interval, regardless of who performs the service (Owner or Dealer).
- Use John Deere parts and fluids for every service interval, regardless of who performs the service (Owner or Dealer).

**FAILURE BY THE OWNER TO COMPLY WITH THESE REQUIREMENTS WILL VOID POWERTRAIN EXTENDED WARRANTY COVERAGE.**

## C. WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

**1. Engine Only Coverage** (excludes Cummins, Detroit Diesel and Hino Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine: engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.

**2. Powertrain Coverage:** If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages - excavators. Transmission/Axles/Hydrostatics: axle(s) and differentials(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components including: swing motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, transmission. Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors- rotary, starter (scraper tractor only). Electric-Drive Loaders: generator, electric motor, power electronics inverter (DLR), brake resistor, motor cable assembly, generator cable assembly, brake resistor cable assembly.

**3. Powertrain plus Hydraulics Coverage:** If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valves and cylinders.

**4. Full Machine Coverage:** If you purchased Full Machine Extended Warranty the engine, powertrain, and powertrain plus hydraulic items above are covered along with the following non-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and non-powertrain repairs when Full Coverage is purchased). Engine: engine mounts and support, engine oil lines, engine speed controls & linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses, water piping. Transmission/Axles/Hydrostatics: control rods, differential lock valve & associated parts, external oil lines, filler tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors.

Brakes: brake accumulator (Non ADT), brake pump, brake valve, pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals & gaskets, temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grader circle, scarifier & ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structures: arm, articulation joint (incl. pins & bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only): airline hoses & lines & fittings, air components of brake systems, four way protection valve, unloading valve.

**D. ITEMS NOT COVERED.** John Deere is not responsible for the following:

1. Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable parts warranty.
2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimiters and all Waratah attachments do not qualify for Extended Warranty.
4. Batteries, hoses, radios, tires, Cummins or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the Owner.
6. Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing Dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in; c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fittings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
11. For warranty repairs made in the field, any charges (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the Dealer's place of business.

## E. TERMINATION OF EXTENDED WARRANTY.

John Deere is relieved of its obligations under Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than a Dealer; or
2. The product is altered or modified in ways not approved by John Deere; or
3. The product's hour meter has been rendered inoperative or otherwise tampered with; or
4. The product is removed from the United States or Canada; or
5. Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

## F. LIMITATIONS OF JOHN DEERE'S LIABILITY.

The repair or replacement of covered components that are defective, as provided in Section A above, shall be the Owner's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the Owner's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the Owner or any other person, **whether based upon contract, tort, strict liability, or otherwise.** This limitation does not apply to claims for personal injury.

**G. OBTAINING EXTENDED WARRANTY SERVICE.** To obtain service covered by Extended Warranty, the Owner must request Extended Warranty service from a Dealer authorized to sell the product to be serviced. When making such a request, the Owner must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the Dealer's place of business, and inform the Dealer in what way the product is believed to be defective. Extended Warranty repairs can be made in the field if the purchaser and servicing Dealer so desire. However, John Deere will not be responsible for any charges (such as Dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the Dealer's place of business.

**H. TRANSFER OF UNUSED COVERAGE UPON RESALE.** Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:

1. The subsequent purchase is made before the product's Extended Warranty expires; and
2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, at the subsequent purchaser's expense; and
3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.

**I. NO STATUTORY OR IMPLIED WARRANTY.** Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

**J. DEALER CANNOT VARY TERMS OF COVERAGE.**

All terms of John Deere's Extended Warranty are set forth on this document. **Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.**





**JAMES RIVER EQUIPMENT VIRGINIA, LLC**  
**PO BOX 25068 RALEIGH, NC 27611**  
**TELEPHONE: (919) 772-2121**

CUSTOMER ACCOUNT # CHATH002

INVOICE # 2101741-12

PURCHASE ORDER # \_\_\_\_\_

DATE January 8, 2021

SOLD TO:
CHATHAM COUNTY FINANCE OFFICE PO BOX 608 PITTSBORO, NC 27312 919-542-8210

SHIP TO:
CHATHAM COUNTY SOLID WASTE & RECYCLING 28 COUNTY SERVICES RD PITTSBORO, NC 27312

Receipt of the below - described merchandise at the prices specified has been acknowledged. In the event the same is not fully paid upon receipt, a monthly FINANCE CHARGE at the RATE of 1 1/2% which is an ANNUAL RATE of 18% will be charged.

NEW/USED	MANUFACTURER	MODEL	SERIAL NO.	TAG #	PRICE
USED	JOHN DEERE	850K	1T0850KXHEE261998	2101741	139,000.00


TRADE IN:	MANUFACTURER	MODEL	SERIAL NO.	TAG NO.	ALLOWANCE

**COMMENTS**

**PLEASE MAKE CHECK PAYABLE TO:**  
**JAMES RIVER EQUIPMENT VA, LLC**  
**PO BOX 25068 RALEIGH, NC 27611**

**CRAWLER DOZER**

**JD STANDARD WARRANTY EXPIRED 10/10/2015**  
**TRANS PTH WARR EXP 10/7/2021 OR 6000 HRS**

SIGNATURE : 

TOTAL EQUIPMENT	\$	139,000.00
LESS TRADE-IN		
LESS RENTAL APPLIED		
PLUS INTEREST		
SALES TAX CHATHAM 7%	\$	9,730.00
DOCUMENTATION FEES		
OTHER		
SUB-TOTAL		\$148,730.00
CASH RECEIVED		
AMOUNT FINANCED		
LEASE AMOUNT		
BALANCE DUE		\$148,730.00







JOHN DEERE

# Customer Purchase Order for John Deere Construction and Forestry Products - USA

<b>PURCHASER NAME AND ADDRESS (First Signer)</b>			
NAME (First, Middle, Last) CHATHAM COUNTY SOLID WASTE & RECYCLING			
STREET or RR 28 COUNTY SERVICES RD			
CITY PITTSBORO	STATE NC	ZIP CODE 27312	COUNTY CHATHAM
PHONE NUMBER 919-542-8210	EMAIL ADDRESS		
<b>PURCHASER NAME AND ADDRESS (Second Signer)</b>			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

<b>DEALER NAME AND ADDRESS</b>			
DEALER NAME JAMES RIVER EQUIPMENT VA, LLC			Dealer Account No.: 17-9760
STREET or RR PO BOX 25068			
CITY RALEIGH	STATE NC	ZIP CODE 27611	Date of Order: 1/8/2021
Dealer Order No.: XXXXXXXXXXXX	TYPE OF SALE: CASH		
PURCHASER TYPE: 4 County		MARKET USE CODE: 88 Material Handling	
<b>Add purchaser to Mailing List (Check One or More)</b> <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY		<input checked="" type="checkbox"/> IRS TAX ID NO	<input type="checkbox"/> EIN
NO.:			

<b>EXTENDED WARRANTY IS:</b> <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected <i>DC</i> (Initials)		<b>LOCATION OF FIRST WORKING USE:</b> County CHATHAM City PITTSBORO		STATE NC	COUNTY CODE
---	--	--	--	-------------	-------------

Ultimate Uptime Package Purchased:  Yes  No *DC* Initials

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	JD 850K CRAWLER DOZER	5005	1T0850KXHEE261998	\$139,000.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RENTAL UNIT			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JD STANDARD WARRANTY EXP 10/10/2015			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TRANS PTH WARR EXP 10/7/2021 or 6000 HRS			
<b>(1) TOTAL CASH PRICE</b>								<b>\$139,000.00</b>

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT	
<b>ACKNOWLEDGMENTS:</b> Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				<b>(2) TOTAL TRADE-IN ALLOWANCE</b>	
				<b>(3) BALANCE (1-2)</b>	<b>\$139,000.00</b>
				<b>(4) SALES TAX</b> RATE <u>7.00</u> %	<b>\$9,730.00</b>
				<b>(5) ADDITIONAL FEES</b>	
				<b>(6) SUBTOTAL (3 &amp; 4 &amp; 5)</b>	<b>\$148,730.00</b>
				<b>(7) RENTAL APPLIED</b>	
				<b>(8) CASH WITH ORDER</b>	
				<b>(9) BALANCE DUE (6-(7 &amp; 8))</b>	<b>\$148,730.00</b>

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.


**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

**TERMS & CONDITIONS VERIFICATION STATEMENT**

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.


Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version n/a **(Initials)** and understands its terms and conditions.

Purchaser (First Signer) CHATHAM COUNTY SOLID WASTE & RECYCLING Signature  Date \_\_\_\_\_

Purchaser (Second Signer) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer Representative JAMES RIVER EQUIPMENT VA, LLC Signature \_\_\_\_\_ Date \_\_\_\_\_

Salesperson IAN KUBINAK Signature \_\_\_\_\_ Date \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature: 
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