

**Purchasing Department**  
**Madison County Board of Supervisors**  
**146 West Center Street**  
**Canton, Mississippi 39046**

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601-855-5503  
hardy@madison-co.com

27 February 2013

District 1 Supervisor John Bell Crosby  
District 2 Supervisor Ronny Lott  
District 3 Supervisor Gerald Steen  
District 4 Supervisor Karl Banks  
District 5 Supervisor Paul Griffin

Subject: Award Backhoe Bids

Gentlemen:

Attached please find copies of the bid tabulations for new backhoes with a standard bucket and new backhoes with a multi-purpose bucket. Also attached are copies of the bids. The current budget includes funds for lease-purchase payment for three new backhoes.

I have conferred with Road Manager Lawrence Morris. He would like to purchase one backhoe with a standard bucket and two backhoes with the multi-purpose bucket. I think it prudent to include the 60-month extended power train and hydraulics warranty.

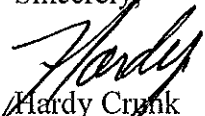
Therefore, I recommend the following:

1. Award the bid for one backhoe with a standard bucket and the 60-month extended power train and hydraulics warranty to JWH at a price of \$79,730
2. Award the bid for two backhoes with a multi-purpose bucket and the 60-month extended power train and hydraulics warranty to JWH at the price of \$83,645 each.

The total purchase price would be \$247,020.

If the above recommendation is approved, I will present the lease-purchase financing quotes and an auction contract for the sale of our present backhoes at a future meeting.

Sincerely,

  
Hardy Crunk  
Purchasing Clerk

**BACKHOE WITH STANDARD BUCKET**

	<b>JWH</b>	<b>STRIBLING</b>	<b>PUCKETT</b>	<b>DEVINEY</b>
BASE BID	\$76,611	\$78,900	\$81,757	\$80,435
WITH 36-MONTH PT & HY EXTEND WARRANTY	\$77,426	\$80,100	\$83,417	\$82,735
WITH 60-MONTH POWER TRAIN & HYDRALICS EXTEND WARRANTY	\$79,730	\$82,150	\$85,517	\$83,860
36-MONTH BUYBACK	\$59,798	\$60,000	\$55,000	
60-MONTH BUYBACK	\$51,825	\$48,000	\$41,000	

**BACKHOE WITH MULTI-PUPOSE BUCKET**

	<b>JWH</b>	<b>STRIBLING</b>	<b>PUCKETT</b>	<b>DEVINEY</b>
BASE BID	\$80,526	\$82,500	\$83,810	\$83,050
WITH 36-MONTH PT & HY EXTEND WARRANTY	\$81,346	\$83,700	\$85,470	\$83,350
WITH 60-MONTH POWER TRAIN & HYDRALICS EXTEND WARRANTY	\$83,645	\$85,750	\$87,570	\$86,475
36-MONTH BUYBACK	\$61,010	\$62,500	\$55,000	
60-MONTH BUYBACK	\$54,396	\$50,000	\$41,000	

MADISON COUNTY BOARD OF SUPERVISORS  
ONE OR MORE BACKHOES  
WITH STANDARD LOADER BUCKET

SPECIFICATIONS AND BID SHEET

ALL BIDS DUE 10 A.M. 26 FEBRUARY 2013

MADISON COUNTY CHANCERY CLERK'S OFFICE  
MADISON COUNTY CHANCERY COURTHOUSE  
SECOND FLOOR, ROOMS 225-227  
146 WEST CENTER STREET  
CANTON, MS 39046

BIDS MUST BE SIGNED AND SUBMITTED ON  
COUNTY-FURNISHED BID SHEET—NO EXCEPTIONS

BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND MANUFACTURER'S FACTORY WARRANTY:

\$76,611.00

BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:

\$77,426.00

BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:

\$79,730.00

GUARANTEED BUY-BACK AFTER 36 MONTHS:

\$59,798.00

GUARANTEED BUY-BACK AFTER 60 MONTHS:

\$51,825.00

GUARANTEED DELIVERY DATE: 10-15 DAYS FROM P.O.  
(If new backhoe is not delivered by guaranteed delivery date, vendor agrees to supply loaner backhoe at no rent to county)

COMPANY NAME: JWH EQUIPMENT LLC

ADDRESS: 1101 HWY. 80 WEST

JACKSON, MS 39204

TELEPHONE: (601) 974-8090

EMAIL: bobby@jwhequipment.com

 02/26/13  
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

BOBBY SULLIVAN  
PRINT AUTHORIZED REPRESENTATIVE'S NAME HERE

## EQUIPMENT CONDITION RETURN and REPURCHASE AGREEMENT

Upon the exercise of a Guaranteed Repurchase Agreement dated \_\_\_\_\_ entered into by and between JWH Equipment, LLC., hereinafter referred to as "Company" and \_\_\_\_\_, hereinafter referred to as "User" relating to the following equipment:

Make \_\_\_\_\_; Model \_\_\_\_\_;  
Identification Number \_\_\_\_\_;

user shall at its own cost and expense perform or have performed any repairs or maintenance required to restore the referenced equipment to same condition as when received by "User", all reasonable wear and tear excepted.

Reasonable wear and tear shall mean that the referenced equipment has been maintained by "User" in "Average Saleable Condition" during the contract period.

"Average Saleable Condition" shall be satisfied when all of the following minimum standards are met:

- A. FRAME: structural members and accessories will be structurally sound, without breaks or cracks.
- B. DRIVE TRAIN, TRANSMISSION AND ENGINE: Transmission will shift properly at rated loads and speeds. Mechanical drive train, differentials and final drives will be in good condition and operate within manufacturer's recommendations. Engine and hydraulic system will operate properly at full rated loads and within factory specifications.
- C. TIRES AND UNDERCARRIAGE: Tires and undercarriage components must have 50% wear remaining and free of structural damage.
- D. ACCESSORIES: All ground engaging tools (buckets, blades, rippers, etc.), cab, canopies, enclosures, lights and/or accessories will be in good condition and appearance. Wear items (cutting edges, teeth, chains, sprockets, etc.) will have 50% wear remaining. Damage to the machine from accident or abuse such as, but not limited to, broken glass, damaged or missing sheet metal, lights and etc., shall be replaced or repaired to standard.
- E. GENERAL CONDITION: All components will have been recently serviced following manufacturer's Written operating and maintenance procedures indicated in the manufacturer's "Lube and Maintenance Guide", periodic adjustments and inspection performed and all lubricants and hydraulic oils changed. "User" will maintain written records of preventive maintenance and repair indicating date and hour meter reading and supported by parts invoices. "User" will provide JWH Equipment, LLC. with approved scheduled oil sampling data at specified intervals and on a timely basis and promptly perform any repairs indicated as required by such reports.
- F. The company reserves the right during the contract period to periodically inspect machine (s) for proper maintenance.

### REPURCHASE OPTION:

User shall notify company in writing the earlier of 30 days or 100 service hours prior to the expiration date/service hours if user elects to exercise the Repurchase Option. A representative of JWH Equipment, LLC. shall meet with "User's" appointed representative for a mutual determination of improvements and repairs necessary to bring the machine to the standards listed above.

The User has the option to return the above equipment and JWH Equipment, LLC. guarantees to pay the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_, or \_\_\_\_\_, whichever comes first from the date of delivery.

JWH Equipment, LLC.:

USER:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**WARRANTY AND LIMITATION OF LIABILITY AGREEMENT  
CONSTRUCTION EQUIPMENT**

CNH America LLC and  
CNH Canada, Ltd.

**The Case Warranty**

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on the reverse side of this document.

**New Limited Warranty**

The warranty described here is from CNH America LLC and in Canada, CNH Canada Ltd., both of which are referred to in this brochure as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the US or Canada and imported in for any reason other than a customer relocation/personal move.

**Warranty Period**

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to a initial retail purchaser. Certain demonstrator, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS Case Engines	12 Months / Unlimited Hours 24 Months / 2000 Hours
CRAWLER DOZERS Case Engines Cummins Engine (1650K / 1850K) <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
LOADER BACKHOES - L and M SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles Backhoe Main Boom, Standard Dipper Arm, Inner Dipper of the Extendahoe, and Swing Tower Castings	12 Months / Unlimited Hours 24 Months / 2000 Hours 60 Months / Unlimited Hours
LOADER BACKHOES - N SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
TRACTOR LOADERS / FORKLIFTS Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
WHEEL LOADERS Case Engines Cummins Engine In 921 and 1221 Wheel Loader <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACT WHEEL LOADERS Deutz Engines <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours
ARTICULATED TRUCKS Case Engine Cummins Engine <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM Cummins or Deutz Engines <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours
MOTOR GRADERS Cummins Engine <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours
EXCAVATORS <sup>2</sup> Case or Isuzu Engine	12 Months / 1800 Hours 24 Months / 2000 Hours
COMPACT EXCAVATORS Yanmar Engines	12 Months / 1000 Hours 12 Months / 1000 Hours
TELESCOPIC HANDLERS Case Engines, Torque Converter, Transmission, Drive Shafts, and Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
SEVERE APPLICATIONS	6 Months / 1000 Hours

1) Coverage and terms provided by Cummins or Deutz dealer.

2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments

**Definition of Severe Application:**

- 1) Severe duty applications include equipment used in Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills.
- 2) Misrepresenting the application in which the product will be used on the Warranty Registration, will void Base Warranty.

**Operator's Manual / Warranty Receipt Verification**

The selling dealer has reviewed the correct operator's manual with me and will provide upon delivery of the product. YES  / NO

The selling dealer explained safety precautions to me. YES  / NO

The selling dealer explained the warranty terms and coverage to me. YES  / NO

The selling dealer explained Purchased Protection Plan options for additional coverage on select components. YES  / NO

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement:

Model		Product ID/Serial number			
Retail date		Operator's manual form number			
Customer name (Please Print)					
Purchaser					
Address			Dealer Name		
City	State	Zip	City	State	Zip
Telephone ( ) -		Email Address			

I do not wish to be part of future Case communications, offers or events.

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**What's Covered**

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS.

**No Modification or Extension of Warranty**

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

**EXCLUSIVE REMEDY**  
THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

**This Warranty Is Void If**

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is used in an application for which it is not designed or the unit has been scrapped, salvaged, stolen, junked or totaled.

**Limitations and Exclusions**

The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

**THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.\* CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.\***

\* These limitations and exclusions may not be allowed by some states or provinces, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state/provincial law.

**Owner's Responsibility**

The Case Warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product's operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repairs.

**What's Not Covered**

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specifications.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e. outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a campaign or program.
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use of non-Case parts, implements or attachments.
- Removal, replacement, or installation of non-Case optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, equipment rental, or other expense.
- Unauthorized modification or upgrading machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit
- Cost associated with cleaning of machine in preparation for servicing.

**Additional Purchased Protection**

Many units qualify for the Purchased Protection Plan. This plan gives the owner additional coverage on select engine and drive train components. Discuss the details with your Case dealer today.

Purchaser Initials \_\_\_\_\_ Date \_\_\_\_\_

Dealer Initials \_\_\_\_\_ Date \_\_\_\_\_

## PURCHASED PROTECTION PLAN TERMS AND CONDITIONS

This document sets out the terms and conditions that exclusively govern the Purchased Protection Plan. You are encouraged to familiarize yourself with its contents.

1. Definitions:
  - a. As used herein, "Plan" means the Purchased Protection Plan, in respect of the Goods, sold by the Provider to the Customer in return for a payment that is non-refundable to the extent permitted by applicable law.
  - b. As used herein, "Provider" means EPG Insurance, Inc.
  - c. As used herein, "Customer" means the purchaser of the Plan or an assignee thereof as expressly permitted hereunder.
  - d. As used herein, "Dealership" means the OEM authorized equipment distributor or OEM authorized repair facility.
  - e. As used herein, "New Goods" means eligible equipment that is within the manufacturer's base warranty period or that is up to 4 months beyond the manufacturer's base warranty period subject to prior approval by the Provider and pre-existing condition limitations, or that has otherwise been approved as such by the Provider.
  - f. As used herein, "Used Goods" means eligible equipment that is beyond the manufacturer's base warranty period.
  - g. As used herein, "Goods" means New Goods and Used Goods.
2. The Plan is a contract between the Provider and the Customer under which the Provider agrees to protect certain specified whole goods purchased by the Customer (the "Goods") according to the terms and conditions set out herein. THE SCOPE AND EFFECTIVENESS OF THE PLAN IS HEREBY LIMITED EXCLUSIVELY TO THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND THE CUSTOMER IS BOUND BY THESE TERMS AND CONDITIONS.
3. Protection under the Plan applies, exclusively, to specified New Goods or Used Goods sold and registered by Dealerships in the United States and operated exclusively in the United States, Puerto Rico and Canada.
4. Protection under the Plan is limited to reimbursement of the cost of parts and labor for repairs, approved by the Provider, and made by a service center authorized by the Provider, if a defect in material or workmanship is found in the Goods; provided, however, that such reimbursement does not exceed the allowed claims aggregate. Reimbursement for Goods classified as "Used Goods" at the time they are purchased by the Customer, shall not exceed, in the aggregate for all claims made under the Plan, fifty percent (50%) of the value of the Goods at the time they were purchased by the Customer; no claims aggregate exists for Goods classified as "New Goods" at the time they are purchased by the Customer, unless the Plan specifies otherwise. The Master Parts Schedule attached hereto, and incorporated herein by this reference, lists the only primary failed parts protected under the Plan; the plan excludes protection for any failure to any part caused by or resulting from the failure of a part not listed on the Master Parts Schedule including any resulting damage to a listed part. Labor hours for repairs will be approved as deemed reasonable by the Provider.
5. Defect in material or workmanship means the sudden and unforeseen failure of a covered part arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed.
6. Protection under the Plan is limited to repairs to the Goods in accordance with the terms and conditions set out herein in consequence of a request for reimbursement authorized by the Provider for failure, due to defects in parts listed on the Master Parts Schedule, that occurs (a) during the term of the Plan, (b) after the expiration of the term of any applicable manufacturer's base warranty period, or any applicable manufacturer's extended warranty, in respect of such Goods, and (c) in respect of defects in the Goods arising after such expiration. Pre-existing conditions or failures that occurred prior to the date on which the Purchased Protection Plan (PPP) Protection Period Begins, as referenced on the Cover Page, are not eligible for reimbursement.
7. If parts are needed to effect an authorized repair, the Provider requires the use of genuine OEM parts and, when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Provider is given; such parts shall be protected exclusively under any Replacement Parts Warranty while it remains in effect, and only thereafter under the Plan.
8. The Customer shall be solely responsible for payment for travel by personnel of the authorized service center to the Goods to repair them, including, without limitation, payment for the time of such personnel, unless the Plan specifies otherwise.
9. Protection under the Plan applies to the exploratory dismantling of the Goods only (a) in the event of a defect within the scope of such protection, and (b) with the prior authorization of the Customer; provided, however, that the Customer shall be responsible for all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a failure that falls within the scope of protection under the Plan.
10. The Provider neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item, that is separately warranted by such part's manufacturer.
11. For New Goods, protection under the Plan begins upon the expiration of any applicable manufacturer's base warranty period including any applicable manufacturer's extended warranty, unless otherwise noted on Plan Cover Page, and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of total machine hours specified under the Plan.
12. For Used Goods, protection under the Plan starts on the effective date of the Plan and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of hours specified under the Plan.

PPP U.S February 2011-RCF-20071114

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued. Program participation is subject to customer credit qualification. Programs may be changed or cancelled without notice. Capitalized terms used in this literature, unless defined herein, have the meanings assigned to them in the contract as issued.



13. Any transportation, travel, or other expenses will not be credited toward any applicable deductible, unless the Plan specifies otherwise. For all new and used equipment one deductible will apply to each reported failure.
14. To be eligible to receive any payment under the Plan, the Customer must have:
  - a. performed all required maintenance on the Goods, at the recommended intervals specified in the Good's manufacturer's operator's manual, and must first present to the Provider proof of such maintenance, satisfactory to the Provider,
  - b. operated the Goods exclusively within their rated capacity as specified in the Good's manufacturer's operator's manual, and
  - c. promptly reported to the Dealership any problems with respect to the performance of Goods and have the Goods available for repair in a timely manner.
15. CNH AMERICA LLC, ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS AND THE PROVIDER, IF A DIFFERENT ENTITY, ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST CROPS, LOST CONTRACTS, LOST INCOME, FINES, THEFT, FIRE, VANDALISM OR COLLISIONS. CNH AMERICA LLC, ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS AND THE PROVIDER, IF A DIFFERENT ENTITY, SPECIFICALLY HEREBY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. Protection under the Plan may be transferred to a new purchaser (a "New Purchaser") by a Customer at any time during the effective term of the Plan, upon the Provider accepting, from the New Purchaser, a Plan Registration Transfer Form satisfactory to the Provider. To transfer such protection under the Plan from the Customer to the New Purchaser, the Provider must first have received any required application fee as well as such Plan Registration Transfer Form. Such form must include, without limitation, the correct serial number(s) of the relevant Goods.
17. If New Goods, protected under the Plan, are stolen or destroyed within their applicable base warranty period, due to no act, omission, or negligence on the part of the Customer, the Customer may, within six (6) months after such event of theft or destruction, transfer protection under the Plan to goods that are purchased from a Dealership at a price acceptable to the Provider in its sole discretion.
18. No person, dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. Any accommodation made to the Customer by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Plan as expressed herein.
19. A Customer may upgrade the scope of the Plan applicable to such Customer's Goods, by selecting a different Plan option at any time during the manufacturer's base warranty period applicable to such Goods, upon written request to the Provider and payment to the Provider of any additional cost of such different Plan option.
20. The Plan, and all protection thereunder, shall be void if:
  - a. the Goods protected thereby are modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Goods,
  - b. the Goods' hour meter is changed or altered, other than by a Dealership at the direction of the manufacturer of the Goods,
  - c. the Goods' fuel or hydraulic system is changed or altered, without the prior written consent of the Provider,
  - d. the Goods are used in any application for which they were not designed to be used,
  - e. the Goods are scrapped, salvaged, stolen, junked, or totaled, or
  - f. misrepresentation has occurred on the Purchased Protection Plan Registration as to the application(s) for which the Goods will be used.
21. Any dispute between the Customer and the Provider in respect of a payment due the Customer under the Plan shall be referred exclusively to an arbitrator to be appointed in accordance with the commercial rules of the American Arbitration Association.
22. The Plan gives the Customer specific legal rights and the Customer may also have other rights, which may vary, from state to state.
23. The following limitations and exclusions may not be allowed by some states and shall not apply to the extent not allowed by applicable state law:
  - a. The Plan shall not protect Goods with respect to failure due to operating conditions, accidents, abuse, misuse, neglect, damage, weathering, or failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual. Failure resulting from these factors is not eligible for reimbursement under the Plan.
  - b. The Provider is not responsible for failure resulting from improper repair, or use of parts that are not authorized by the Provider or genuine authorized remanufactured parts.
  - c. Reimbursement under the Plan shall not extend to the replacement of wear items normally replaced during the term of the Plan period, including, but not limited to, lights; flasher switches, ignition points, fuses and belts, brake or clutch linings, knives, bucket cutting edges and teeth, steel or rubber tracks and track components, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools, resistors, disk bands, roller bearings and seals on undercarriage, hydraulic quick couplers and grease fittings, lug nuts and studs, lubricated joints, pins and bushings, shovels and sweeps, and accessories or items replaced solely at the Customer's preference.
  - d. Reimbursement under the Plan shall not extend to:
    - i. normal maintenance parts and service, including, but not limited to; replenishment of oils, lubricants, spark plugs, coolants, and filters; provided, however, that lubricants, filters, and coolants may qualify for Plan reimbursement if they require replacement as a direct result of a defect in material or workmanship;
    - ii. costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
    - iii. customer comfort items including, but not limited to: air and water leaks caused by aged weather stripping, carpets and floor mats, faded paint or rust, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and gas struts, audio equipment, and seats.
    - iv. repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;

PPP U.S February 2011-RCF-20071114

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- v. Goods covered by warranties or extended warranties, including, but not limited to; tires, batteries, fuel injection, transmissions, engines and advanced farming systems;
  - vi. travel costs associated with transporting Goods to and from the location of repair without the prior written authorization of the Provider, unless the Plan specifies otherwise;
  - vii. failure arising from the use of attachments not authorized in advance in writing by the Provider;
  - viii. failure arising from the storage or deterioration of, or failure to properly maintain the Goods, or negligence, improper use of the Goods, collision, accident, vandalism, fire, or other peril or casualty, or operation of the Goods beyond their rated capacity or specifications;
  - ix. charges for labor performed other than by a service center authorized in advance in writing by the Provider;
  - x. failure arising from abuse or neglect, including, but not limited to; operation without adequate coolant or lubricants, adjustments to the fuel system outside the Goods' manufacturer's specifications, illegal or improper speeding, or from improper storage, starting, warm-up, or shutdown practices, or use of incorrect or contaminated fuel, oil or other fluids; or failure arising from non-compliance with instructions provided by the manufacturer to prevent such failure;
  - xi. failure of the Goods, their implements or attachments caused by improper field application, or overloading, beyond the manufacturer's specifications;
  - xii. costs charged for overtime labor costs or out-of-shop expenses;
  - xiii. economic loss, including, but not limited to, lost profits, crop loss, or cost of equipment rental;
  - xiv. the cost of cleaning of Goods, in preparation for servicing;
  - xv. loss or damage of the Goods during shipment;
  - xvi. claims involving Goods damaged in transit or handling and subsequently sold as "salvage" Goods;
  - xvii. the cost of initial setup or installation of any optional equipment or attachments to the Goods;
  - xviii. items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
  - xix. the cost of normal maintenance services, including, but not limited to, checks, adjustments, and shimming, engine tune-ups, replacement of fuses, and engine fuel system cleaning, such as replacing fuel filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, and repair of corrosion, decay and deterioration to items such as radiators and coolers;
  - xx. repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Goods;
  - xxi. claims in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 75% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
  - xxii. claims in respect of the inspection or reconditioning of the Goods;
  - xxiii. any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a protected failure;
  - xxiv. the cost of removing optional equipment or attachments that were installed without the prior written permission of the Provider, including, but not limited to, loaders, duals, and tanks;
  - xxv. Goods sold "as is", other than with the written authorization of the Provider at the time of sale;
  - xxvi. lost or stolen equipment;
  - xxvii. costs related to the failure of a part replaced pursuant to an OEM parts warranty;
  - xxviii. original equipment repair of Goods covered by a warranty issued to the retail purchaser, or repair covered by the manufacturer under a field campaign or recall policy;
  - xxix. diagnosis, except according to published OEM labor time schedules or as deemed reasonable by the Provider. The Dealership is responsible for properly diagnosing eligible failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
  - xxx. parts or repairs covered by a warranty supplied by the parts manufacturer;
  - xxxi. repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
  - xxxii. ensuing loss arising from a failure, including, without limitation, such loss caused by fire, oil, or water/coolant;
  - xxxiii. severe usage, unless the Plan provides otherwise;
  - xxxiv. severe duty applications, including, without limitation, the use of Goods in demolition, foundry, scrap, waste recycling, landfill, mining, tree mowing, or forestry work or in the warehousing of chemicals, unless the Plan specifies otherwise.
- e. Reimbursement under the Plan shall not extend to failure due to tampering with, adjustments or additions of components to, or replacements for Goods, when such actions could contribute to increasing the published horsepower rating of any engine-powered Goods.
- f. Any part installed on the Goods, if such part is under a manufacturer's whole goods warranty or service parts warranty, shall be deemed to be under whichever of such warranties that terminates last.

24. THE REMEDIES OF HAVING A DEFECT IN MATERIAL OR WORKMANSHIP REPAIRED, OR HAVING DEFECTIVE MATERIALS REPLACED, AT A SERVICE CENTER AUTHORIZED BY THE PROVIDER UNDER THE TERMS AND CONDITIONS OF THE PLAN ARE THE CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE PLAN AND ARE IN LIEU OF ANY OTHER REMEDY OR REMEDIES OTHERWISE AVAILABLE.

25. Only the Provider has any liability in respect of claims made under the Plan.

26. The Plan does not provide protection in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Customer receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Customer using a scraper on his or her own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further protection under the Plan. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for further protection under the Plan: site preparation, excavation, pond-building and forestry applications.

PPP U.S February 2011-RCF-20071114

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27. The terms and conditions set out herein supersede and replace any and all agreements, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Customer and contain the entire understanding of the Customer, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein. The waiver or non-enforcement by a party named herein, other than the Customer, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions. No changes may be made to the Plan unless approved by the Provider in writing.
28. The Plan shall be interpreted for all purposes in accordance with the laws of the state of Wisconsin.
29. The Plan does not guarantee days or time of service. The Provider is not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.
30. If the Provider pays for repairs under this Plan and the Customer is also repaid for the same repairs by someone else, the Customer's payment will become the Provider's property up to the amount that the Provider paid for the repairs.
31. To be eligible for reimbursement, the following procedures must be adhered to:
  - a. The Dealership must open a work order on the date of notification of a problem with the Goods.
  - b. All requests for reimbursement must be submitted to the Provider within 30 consecutive days of from the last day parts related to the eligible failure were installed, as shown on the technician's time ticket on the work order, not the date the work order was closed. Requests for reimbursement beyond this time limit will be denied.
  - c. All required information shall be provided on the request for reimbursement form at time of submission.
  - d. All faulty parts from the failure must be retained for inspection by the Provider until final settlement of the claim has been made.
  - e. Faulty parts from the failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the failure and consequential damages shall be provided to the Provider within 30 days of request.
32. All resubmitted claims, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period, the claim settlement will stand.
33. Disputed claim settlements must be resolved within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period, the claim settlement will stand.

## MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

*This Plan excludes protection for any failure to any component caused by or resulting from the failure of a component not listed on the "Master Parts Schedule", including any resulting damage to a "covered component". "Covered components" vary by Plan Option and are limited to those under the purchased Plan Option. See the Terms and Conditions document for complete Plan details.*

<b>POWERTRAIN PLAN OPTION</b>	
<b>ENGINE and all Internal lubricated components within</b> Accessory Gears Camshaft Camshaft Bearings Camshaft Drive Gear Connecting Rods & Bearings Crankshaft Bearings & Gear Crankshaft Including Front And Rear Crankshaft Seals Cylinder Heads/ Head Gaskets Cylinder Liners Engine Block Engine Oil Cooler Engine Speed Controls, Linkages, and Cables Flywheel, Ring Gear Front And Rear Engine Covers And Seals Front Damper Oil Pan And Gasket Oil Pump Pistons & Rings Pressure/Temperature Sensors & Sending Units Rocker Arm Assembly Thermostats Timing Gears Valve Cover And Gasket Water Pumps Engine Components Covered after Emission Warranty Charge Air Cooler Electronic Engine Control Module EGR System Manifold Injection Pump Injectors Inlake and Exhaust Manifold And Gaskets Turbocharger And Gasket  <b>COMPACTION/PAVING EQUIPMENT</b> Eccentric Mechanism & Bearings Drum Seals Propulsion System Hydraulic Components Pump Drive Reduction Unit Splitter Box Torque Hubs Vibration System Hydraulic Components	<b>TRANSMISSIONS/AXLES/HYDROSTATICS</b> Axle Housing Axle Shaft Clutch Discs (Wet Only) Clutch Plates (Wet Only) Counter Shaft Clutch Differential Housing Differential Pinion Gear / Ring Gear Drive Axle Hub Drive Shaft with Universal Joints Drive Shaft Support Bearing Electronic Transmission Controller and Valve Enclosed Oil Immersed Chains and Sprockets Final Drive Pinion Final Drive Planetary Gears Front Wheel Drive Sensors Hydraulic Drive / Travel Motor Hydraulic Drive Pump Hydraulic Transmission-Control Valve Hydrostatic/Hydraulic Pump Drives Hydrostatic Motor Hydrostatic Transmission Charge Pump Hydrostatic Transmission Pump Internal Lubricated Clutch Housings Internal Transmission Control Linkage Internal Wet Service Brakes MFWD Axle/Differential Assembly including Driveshaft and U Joint Planetary Gear Carrier IPTO Clutch Housing (Scraper Tractors Only) Rotary Hydraulic Manifold Splitter Drive/Drop Box Swing Motor And Swing Gear Box Turntable Bearing Torque Converter Torque Converter Pump Transfer Drive Transmission Case Transmission Gears, Bearings, & Shafts Transmission Pump Travel Control Valve Travel & Swing Sections (only) Of Main Control Valve Wet Steering Clutches
<b>POWERTRAIN EXCLUSIONS</b>	
<i>Engine/Transmission Mounts, Hoses And Fittings, Filters, Bells, Pulleys, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Adjustments, Dry Clutches, Batteries, Electrical Components Not Listed Above, Pipes, And Gauges*</i>	

Revised 2.1.2011

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## MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

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<b>POWERTRAIN PLUS HYDRAULIC PLAN OPTION</b>	
All components listed under the Powertrain Plan Option, plus:	
Accumulator And Related Relief Valve	Hydraulic Motors
Brake Accumulator	Hydraulic Oil Coolers
Brake Pressure Sensor	Hydraulic Pumps
Brake Pump, Brake Valve	Hydraulic Reservoir
Differential Lock Valve	Hydraulic Valves
Fan Pumps And Motors	Pilot Control
Hydraulic Cylinders	Pressure Reducing Valves
Hydraulic Hoses and Piping	Unloading Valves
<b>POWERTRAIN PLUS HYDRAULIC EXCLUSIONS</b>	
<i>All Powertrain Exclusions, (except Hydraulic Hoses and Fittings), plus Air and Water Hoses (Including Fittings), External Hydraulic Seals, External O-Rings And Bonded Washers, Hydraulic Quick Couplers, Oil, Filters, Breathers, Hose Chafing, and Adjustments*</i>	
<b>PREMIER PLAN OPTION</b>	
All components listed under the Powertrain and Powertrain + Hydraulics Plan Options, plus:	
<b>ENGINE</b>	<b>TRANSMISSION / AXLES / HYDROSTATICS</b>
Engine Mounts And Supports	Control Rods
Filter Mount	External Oil Lines
Fuel Lines	Filter Tubes (Transmission)
Fuel Tank	Pneumatic Valves
Fuel Transfer Pump & Gasket	Undercarriage Roller And Idler Seals And Bearings
Oil Filler Tube	Undercarriage Tensioners
Oil Lines	<b>UNDERCARRIAGE EXCLUSIONS:</b>
Pulleys	<i>.....Sprocket, Tracks, Pads, Bolts, Chains, Or Any Failure</i>
Radiator	<i>Due To Wear, Or Breakage Caused By Wear</i>
Water Piping	<b>ELECTRICAL</b>
Fan And Fan Drive	Alternator
Air Intake Hose	Gauges
<b>Engine Components Covered after Emission Warranty</b>	Horn
Catalytic Converter	Indicators
Diesel Particulate Filter	Instruments
Selective Catalytic Reduction System	Electronic Joysticks
Diesel Exhaust Fluid Tank and Dispensing System	Electric Motors
Cold Start Enrichment Systems	Sensors
Sensors, Solenoids & Wiring Harnesses used in these systems	Solenoid Valves
<b>FACTORY INSTALLED HEAT AND AIR CONDITIONING</b>	Starter And Starter Solenoid
Accumulator	Switches
Clutch	Traction Control System
Compressor	Voltage Regulator
Condenser	Wiring Harnesses
Dryer	<b>Wiring Harnesses Exclusions</b>
Evaporator	<i>.....Rubbing, Chafing, Loose Or Corroded Connections</i>
Expansion Valve	<b>STRUCTURAL</b>
Heater Core	Backhoe Booms
Hoses	Backhoe/Excavator Dipper Sticks
Pulley	Excavator Booms
Seals & Gaskets	Wheel Loader/Skid steer Loader Arms
Temperature Control Programmers and Valves	<b>PREMIER EXCLUSIONS</b>
<i>Filters, Belts, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Breathers, Batteries, Electrical Components Not Listed Above, External Hydraulic Seals, Dry Clutches, External O-Rings And External Bonded Washers, Hydraulic Quick Couplers, Hose Chafing, and Adjustments*</i>	

Revised 2.1.2011

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## MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

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<b>STRUCTURAL PLAN OPTION</b>	
This is a stand-alone plan option and must be purchased separately	
Backhoe Booms	Excavator Booms
C Frame	Forklift Masts
Car Body	Loader Arms
Chassis	Main Frame
Circle Frame	Moldboard Lift Arm
Dipper Stick	Rollover Protection Structure (Ropes)
Engine Frame	Swing Frame
Equipment Frame	Track Frame
<b>STRUCTURAL EXCLUSIONS</b>	
<i>Pivot Pins, Forks, Carriages, Swingpost, Pivot Pin Bushings, Loader/Backhoe Links, 3-Point Hitch Linkage, Extending Dipper Wear Strips, Deterioration Due To Use Of Non Factory Approved Attachments, Front Shovels/Buckets, Backhoe Buckets, Including Teeth/Side-Cutters, Wear Pads, Hose Routing Guides.*</i>	
<b>BACKHOE STRUCTURAL PLAN OPTION</b>	
This is a stand-alone plan option and must be purchased separately	
Backhoe Main Boom	
Standard Dipper Arms	
Inner and Outer Dipper Arms of the Extendable Boom	
Swing Tower Castings	

Revised 2.1.2011

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**MADISON COUNTY BOARD OF SUPERVISORS  
ONE OR MORE BACKHOES  
WITH STANDARD LOADER BUCKET**

**SPECIFICATIONS AND BID SHEET**

**ALL BIDS DUE 10 A.M. 26 FEBRUARY 2013 .**

**MADISON COUNTY CHANCERY CLERK'S OFFICE  
MADISON COUNTY CHANCERY COURTHOUSE  
SECOND FLOOR, ROOMS 225-227  
146 WEST CENTER STREET  
CANTON, MS 39046**

**BIDS MUST BE SIGNED AND SUBMITTED ON  
COUNTY-FURNISHED BID SHEET—NO EXCEPTIONS**

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND MANUFACTURER'S FACTORY WARRANTY:**

**\$78,900.00**

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:**

**\$80,100.00**

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:**

**\$82,150.00**

**GUARANTEED BUY-BACK AFTER 36 MONTHS:**

**\$60,000.00**

**GUARANTEED BUY-BACK AFTER 60 MONTHS:**

**\$48,000.00**

**GUARANTEED DELIVERY DATE: WITHIN 45 DAYS OF RECEIPT OF COUNTY PURCHASE ORDER.**  
(If new backhoe is not delivered by guaranteed delivery date, vendor agrees to supply loaner backhoe at no rent to county)

COMPANY NAME: STRIBLING EQUIPMENT, LLC

ADDRESS: P. O. BOX 6038, JACKSON, MS 39288

TELEPHONE: 601-939-1000; 662-322-4959

EMAIL: [jbryson@striblingequipment.com](mailto:jbryson@striblingequipment.com)

Jim Bryson Central Sales Manager      2/15/13  
AUTHORIZED REPRESENTATIVE'S SIGNATURE      DATE

Jim Bryson CENTRAL SALES MANAGER  
PRINT AUTHORIZED REPRESENTATIVE'S NAME HERE



**MADISON COUNTY BOARD OF SUPERVISORS  
ONE OR MORE BACKHOES  
WITH STANDARD LOADER BUCKET**

**SPECIFICATIONS AND BID SHEET**

**ALL BIDS DUE 10 A.M. 26 FEBRUARY 2013**

**MADISON COUNTY CHANCERY CLERK'S OFFICE  
MADISON COUNTY CHANCERY COURTHOUSE  
SECOND FLOOR, ROOMS 225-227  
146 WEST CENTER STREET  
CANTON, MS 39046**

**BIDS MUST BE SIGNED AND SUBMITTED ON  
COUNTY-FURNISHED BID SHEET—NO EXCEPTIONS**

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND MANUFACTURER'S FACTORY WARRANTY:**

81,757 <sup>00</sup>/<sub>100</sub>

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:**

83,417 <sup>00</sup>/<sub>100</sub>

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:**

85,517 <sup>00</sup>/<sub>100</sub>

**GUARANTEED BUY-BACK AFTER 36 MONTHS:**

55,000 <sup>00</sup>/<sub>100</sub>

**GUARANTEED BUY-BACK AFTER 60 MONTHS:**

41,000 <sup>00</sup>/<sub>100</sub>

**GUARANTEED DELIVERY DATE:** \_\_\_\_\_

(If new backhoe is not delivered by guaranteed delivery date, vendor agrees to supply loaner backhoe at no rent to county)

COMPANY NAME: PUCKETT Machinery Company

ADDRESS: 3263 Hwy 80 West  
JACKSON MS. 39204

TELEPHONE: 601-209-2670

EMAIL: kennon.ferguson@puckettmachinery.com

Kennon Ferguson 2/25/13  
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

KENNON FERGUSON  
PRINT AUTHORIZED REPRESENTATIVE'S NAME HERE

STATE OF MISSISSIPPI  
LICENSE NO. 1949  
SENATE BILL NO. 2028  
LAWS OF 1962  
PRIVILEGE LICENSE NO. 5232

**MADISON COUNTY BOARD OF SUPERVISORS  
ONE OR MORE BACKHOES  
WITH STANDARD LOADER BUCKET**

**SPECIFICATIONS AND BID SHEET**

**ALL BIDS DUE 10 A.M. 26 FEBRUARY 2013**

**MADISON COUNTY CHANCERY CLERK'S OFFICE  
MADISON COUNTY CHANCERY COURTHOUSE  
SECOND FLOOR, ROOMS 225-227  
146 WEST CENTER STREET  
CANTON, MS 39046**

**BIDS MUST BE SIGNED AND SUBMITTED ON  
COUNTY-FURNISHED BID SHEET—NO EXCEPTIONS**

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND MANUFACTURER'S FACTORY WARRANTY:**

80,435.00

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:**

82,735.00

**BID FOR NEW BACKHOE WITH STANDARD LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED  
WARRANTY:**

83,860.00

**GUARANTEED BUY-BACK AFTER 36 MONTHS:**

0

**GUARANTEED BUY-BACK AFTER 60 MONTHS:**

0



MADISON COUNTY BOARD OF SUPERVISORS  
ONE OR MORE BACKHOES  
WITH MULTI-PUPOSE LOADER BUCKET

SPECIFICATIONS AND BID SHEET

ALL BIDS DUE 10 A.M. 26 FEBRUARY 2013

MADISON COUNTY CHANCERY CLERK'S OFFICE  
MADISON COUNTY CHANCERY COURTHOUSE  
SECOND FLOOR, ROOMS 225-227  
146 WEST CENTER STREET  
CANTON, MS 39046

BIDS MUST BE SIGNED AND SUBMITTED ON  
COUNTY-FURNISHED BID SHEET—NO EXCEPTIONS

BID FOR NEW BACKHOE WITH MULTI-PURPOSE LOADER BUCKET  
AND MANUFACTURER'S FACTORY WARRANTY:

\$80,526.00

BID FOR NEW BACKHOE WITH MULTI-PUPOSE LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:

\$81,346.00

BID FOR NEW BACKHOE WITH MULTI-PURPOSE LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:

\$83,645.00

GUARANTEED BUY-BACK AFTER 36 MONTHS

\$61,010.00

GUARANTEED BUY-BACK AFTER 60 MONTHS

\$54,369.00

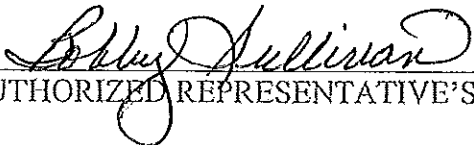
GUARANTEED DELIVERY DATE: 1-3 DAYS FROM P.O.  
(If new backhoe is not delivered by guaranteed delivery date, vendor agrees to supply loaner backhoe at no rent to county)

COMPANY NAME: JWH EQUIPMENT LLC

ADDRESS: 1101 HWY. 80 WEST  
JACKSON, MS 39204

TELEPHONE: (601) 974-8090

EMAIL: bobby@jwhequipment.com

 02/26/13  
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

BOBBY SULLIVAN  
PRINT AUTHORIZED REPRESENTATIVE'S NAME HERE

# EQUIPMENT CONDITION RETURN and REPURCHASE AGREEMENT

Upon the exercise of a Guaranteed Repurchase Agreement dated \_\_\_\_\_ entered into by and between JWH Equipment, LLC., hereinafter referred to as "Company" and \_\_\_\_\_, hereinafter referred to as "User" relating to the following equipment:

Make \_\_\_\_\_; Model \_\_\_\_\_;  
Identification Number \_\_\_\_\_;

user shall at its own cost and expense perform or have performed any repairs or maintenance required to restore the referenced equipment to same condition as when received by "User", all reasonable wear and tear excepted.

Reasonable wear and tear shall mean that the referenced equipment has been maintained by "User" in "Average Saleable Condition" during the contract period.

"Average Saleable Condition" shall be satisfied when all of the following minimum standards are met:

- A. FRAME: structural members and accessories will be structurally sound, without breaks or cracks.
- B. DRIVE TRAIN, TRANSMISSION AND ENGINE: Transmission will shift properly at rated loads and speeds. Mechanical drive train, differentials and final drives will be in good condition and operate within manufacturer's recommendations. Engine and hydraulic system will operate properly at full rated loads and within factory specifications.
- C. TIRES AND UNDERCARRIAGE: Tires and undercarriage components must have 50% wear remaining and free of structural damage.
- D. ACCESSORIES: All ground engaging tools (buckets, blades, rippers, etc.), cab, canopies, enclosures, lights and/or accessories will be in good condition and appearance. Wear items (cutting edges, teeth, chains, sprockets, etc.) will have 50% wear remaining. Damage to the machine from accident or abuse such as, but not limited to, broken glass, damaged or missing sheet metal, lights and etc., shall be replaced or repaired to standard.
- E. GENERAL CONDITION: All components will have been recently serviced following manufacturer's Written operating and maintenance procedures indicated in the manufacturer's "Lube and Maintenance Guide", periodic adjustments and inspection performed and all lubricants and hydraulic oils changed. "User" will maintain written records of preventive maintenance and repair indicating date and hour meter reading and supported by parts invoices. "User" will provide JWH Equipment, LLC. with approved scheduled oil sampling data at specified intervals and on a timely basis and promptly perform any repairs indicated as required by such reports.
- F. The company reserves the right during the contract period to periodically inspect machine (s) for proper maintenance.

## REPURCHASE OPTION:

User shall notify company in writing the earlier of 30 days or 100 service hours prior to the expiration date/service hours if user elects to exercise the Repurchase Option. A representative of JWH Equipment, LLC. shall meet with "User's" appointed representative for a mutual determination of improvements and repairs necessary to bring the machine to the standards listed above.

The User has the option to return the above equipment and JWH Equipment, LLC. guarantees to pay the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_, or \_\_\_\_\_, whichever comes first from the date of delivery.

JWH Equipment, LLC.:

USER:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_



WARRANTY AND LIMITATION OF LIABILITY AGREEMENT  
CONSTRUCTION EQUIPMENT

CNH America LLC and  
CNH Canada, Ltd.

The Case Warranty

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on the reverse side of this document.

New Limited Warranty

The warranty described here is from CNH America LLC and in Canada, CNH Canada Ltd., both of which are referred to in this brochure as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the US or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to a initial retail purchaser. Certain demonstrator, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS Case Engines	12 Months / Unlimited Hours 24 Months / 2000 Hours
CRAWLER DOZERS Case Engines Cummins Engine (1650K / 1850K) <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
LOADER BACKHOES - L and M SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles Backhoe Main Boom, Standard Dipper Arm, Inner Dipper of the Extendahoe, and Swing Tower Castings	12 Months / Unlimited Hours 24 Months / 2000 Hours 60 Months / Unlimited Hours
LOADER BACKHOES - N SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
TRACTOR LOADERS / FORKLIFTS Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
WHEEL LOADERS Case Engines Cummins Engine in 921 and 1221 Wheel Loader <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACT WHEEL LOADERS Deutz Engines <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours
ARTICULATED TRUCKS Case Engine Cummins Engine <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM Cummins or Deutz Engines <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours
MOTOR GRADERS Cummins Engine <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours
EXCAVATORS <sup>2</sup> Case or Isuzu Engine	12 Months / 1800 Hours 24 Months / 2000 Hours
COMPACT EXCAVATORS Yanmar Engines	12 Months / 1000 Hours 12 Months / 1000 Hours
TELESCOPIC HANDLERS Case Engines, Torque Converter, Transmission, Drive Shafts, and Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
SEVERE APPLICATIONS	6 Months / 1000 Hours

1) Coverage and terms provided by Cummins or Deutz dealer.

2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments

Definition of Severe Application:

- 1) Severe duty applications include equipment used in Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills.
- 2) Misrepresenting the application in which the product will be used on the Warranty Registration, will void Base Warranty.

Operator's Manual / Warranty Receipt Verification

The selling dealer has reviewed the correct operator's manual with me and will provide upon delivery of the product. YES  / NO

The selling dealer explained safety precautions to me. YES  / NO

The selling dealer explained the warranty terms and coverage to me. YES  / NO

The selling dealer explained Purchased Protection Plan options for additional coverage on select components. YES  / NO

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement.

Model		Product ID/Serial number			
Retail date		Operator's manual form number			
Customer name (Please Print)					
Purchaser					
Address			Dealer Name		
City	State	Zip	City	State	Zip
Telephone ( ) -		Email Address			

I do not wish to be part of future Case communications, offers or events.

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Write - mail to: CNH c/o 380 Services Inc.  
12623 Newburgh Road  
Livonia, MI 48150, USA



**What's Covered**

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS.

**No Modification or Extension of Warranty**

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

**EXCLUSIVE REMEDY**  
THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

**This Warranty Is Void If**

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is used in an application for which it is not designed or the unit has been scrapped, salvaged, stolen, junked or totaled.

**Limitations and Exclusions**

The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

**THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.\* CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.\***

\* These limitations and exclusions may not be allowed by some states or provinces, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state/provincial law.

**Owner's Responsibility**

The Case Warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product's operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repairs.

**What's Not Covered**

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e. outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a campaign or program.
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use of non-Case parts, implements or attachments.
- Removal, replacement, or installation of non-Case optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, equipment rental, or other expense.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, lockite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit
- Cost associated with cleaning of machine in preparation for servicing.

**Additional Purchased Protection**

Many units qualify for the Purchased Protection Plan. This plan gives the owner additional coverage on select engine and drive train components. Discuss the details with your Case dealer today.

Purchaser Initials \_\_\_\_\_ Date \_\_\_\_\_

Dealer Initials \_\_\_\_\_ Date \_\_\_\_\_

## PURCHASED PROTECTION PLAN TERMS AND CONDITIONS

This document sets out the terms and conditions that exclusively govern the Purchased Protection Plan. You are encouraged to familiarize yourself with its contents.

1. Definitions:
  - a. As used herein, "Plan" means the Purchased Protection Plan, in respect of the Goods, sold by the Provider to the Customer in return for a payment that is non-refundable to the extent permitted by applicable law.
  - b. As used herein, "Provider" means EPG Insurance, Inc.
  - c. As used herein, "Customer" means the purchaser of the Plan or an assignee thereof as expressly permitted hereunder.
  - d. As used herein, "Dealership" means the OEM authorized equipment distributor or OEM authorized repair facility.
  - e. As used herein, "New Goods" means eligible equipment that is within the manufacturer's base warranty period or that is up to 4 months beyond the manufacturer's base warranty period subject to prior approval by the Provider and pre-existing condition limitations, or that has otherwise been approved as such by the Provider.
  - f. As used herein, "Used Goods" means eligible equipment that is beyond the manufacturer's base warranty period.
  - g. As used herein, "Goods" means New Goods and Used Goods.
2. The Plan is a contract between the Provider and the Customer under which the Provider agrees to protect certain specified whole goods purchased by the Customer (the "Goods") according to the terms and conditions set out herein. THE SCOPE AND EFFECTIVENESS OF THE PLAN IS HEREBY LIMITED EXCLUSIVELY TO THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND THE CUSTOMER IS BOUND BY THESE TERMS AND CONDITIONS.
3. Protection under the Plan applies, exclusively, to specified New Goods or Used Goods sold and registered by Dealerships in the United States and operated exclusively in the United States, Puerto Rico and Canada.
4. Protection under the Plan is limited to reimbursement of the cost of parts and labor for repairs, approved by the Provider, and made by a service center authorized by the Provider, if a defect in material or workmanship is found in the Goods; provided, however, that such reimbursement does not exceed the allowed claims aggregate. Reimbursement for Goods classified as "Used Goods" at the time they are purchased by the Customer, shall not exceed, in the aggregate for all claims made under the Plan, fifty percent (50%) of the value of the Goods at the time they were purchased by the Customer; no claims aggregate exists for Goods classified as "New Goods" at the time they are purchased by the Customer, unless the Plan specifies otherwise. The Master Parts Schedule attached hereto, and incorporated herein by this reference, lists the only primary failed parts protected under the Plan; the plan excludes protection for any failure to any part caused by or resulting from the failure of a part not listed on the Master Parts Schedule including any resulting damage to a listed part. Labor hours for repairs will be approved as deemed reasonable by the Provider.
5. Defect in material or workmanship means the sudden and unforeseen failure of a covered part arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed.
6. Protection under the Plan is limited to repairs to the Goods in accordance with the terms and conditions set out herein in consequence of a request for reimbursement authorized by the Provider for failure, due to defects in parts listed on the Master Parts Schedule, that occurs (a) during the term of the Plan, (b) after the expiration of the term of any applicable manufacturer's base warranty period, or any applicable manufacturer's extended warranty, in respect of such Goods, and (c) in respect of defects in the Goods arising after such expiration. Pre-existing conditions or failures that occurred prior to the date on which the Purchased Protection Plan (PPP) Protection Period Begins, as referenced on the Cover Page, are not eligible for reimbursement.
7. If parts are needed to effect an authorized repair, the Provider requires the use of genuine OEM parts and, when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Provider is given; such parts shall be protected exclusively under any Replacement Parts Warranty while it remains in effect, and only thereafter under the Plan.
8. The Customer shall be solely responsible for payment for travel by personnel of the authorized service center to the Goods to repair them, including, without limitation, payment for the time of such personnel, unless the Plan specifies otherwise.
9. Protection under the Plan applies to the exploratory dismantling of the Goods only (a) in the event of a defect within the scope of such protection, and (b) with the prior authorization of the Customer; provided, however, that the Customer shall be responsible for all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a failure that falls within the scope of protection under the Plan.
10. The Provider neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item, that is separately warranted by such part's manufacturer.
11. For New Goods, protection under the Plan begins upon the expiration of any applicable manufacturer's base warranty period including any applicable manufacturer's extended warranty, unless otherwise noted on Plan Cover Page, and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of total machine hours specified under the Plan.
12. For Used Goods, protection under the Plan starts on the effective date of the Plan and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of hours specified under the Plan.

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13. Any transportation, travel, or other expenses will not be credited toward any applicable deductible, unless the Plan specifies otherwise. For all new and used equipment one deductible will apply to each reported failure.
14. To be eligible to receive any payment under the Plan, the Customer must have:
  - a. performed all required maintenance on the Goods, at the recommended intervals specified in the Good's manufacturer's operator's manual, and must first present to the Provider proof of such maintenance, satisfactory to the Provider,
  - b. operated the Goods exclusively within their rated capacity as specified in the Good's manufacturer's operator's manual, and
  - c. promptly reported to the Dealership any problems with respect to the performance of Goods and have the Goods available for repair in a timely manner.
15. CNH AMERICA LLC, ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS AND THE PROVIDER, IF A DIFFERENT ENTITY, ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST CROPS, LOST CONTRACTS, LOST INCOME, FINES, THEFT, FIRE, VANDALISM OR COLLISIONS. CNH AMERICA LLC, ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS AND THE PROVIDER, IF A DIFFERENT ENTITY, SPECIFICALLY HEREBY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. Protection under the Plan may be transferred to a new purchaser (a "New Purchaser") by a Customer at any time during the effective term of the Plan, upon the Provider accepting, from the New Purchaser, a Plan Registration Transfer Form satisfactory to the Provider. To transfer such protection under the Plan from the Customer to the New Purchaser, the Provider must first have received any required application fee as well as such Plan Registration Transfer Form. Such form must include, without limitation, the correct serial number(s) of the relevant Goods.
17. If New Goods, protected under the Plan, are stolen or destroyed within their applicable base warranty period, due to no act, omission, or negligence on the part of the Customer, the Customer may, within six (6) months after such event of theft or destruction, transfer protection under the Plan to goods that are purchased from a Dealership at a price acceptable to the Provider in its sole discretion.
18. No person, dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. Any accommodation made to the Customer by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Plan as expressed herein.
19. A Customer may upgrade the scope of the Plan applicable to such Customer's Goods, by selecting a different Plan option at any time during the manufacturer's base warranty period applicable to such Goods, upon written request to the Provider and payment to the Provider of any additional cost of such different Plan option.
20. The Plan, and all protection thereunder, shall be void if:
  - a. the Goods protected thereby are modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Goods,
  - b. the Goods' hour meter is changed or altered, other than by a Dealership at the direction of the manufacturer of the Goods,
  - c. the Goods' fuel or hydraulic system is changed or altered, without the prior written consent of the Provider,
  - d. the Goods are used in any application for which they were not designed to be used,
  - e. the Goods are scrapped, salvaged, stolen, junked, or totaled, or
  - f. misrepresentation has occurred on the Purchased Protection Plan Registration as to the application(s) for which the Goods will be used.
21. Any dispute between the Customer and the Provider in respect of a payment due the Customer under the Plan shall be referred exclusively to an arbitrator to be appointed in accordance with the commercial rules of the American Arbitration Association.
22. The Plan gives the Customer specific legal rights and the Customer may also have other rights, which may vary, from state to state.
23. The following limitations and exclusions may not be allowed by some states and shall not apply to the extent not allowed by applicable state law:
  - a. The Plan shall not protect Goods with respect to failure due to operating conditions, accidents, abuse, misuse, neglect, damage, weathering, or failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual. Failure resulting from these factors is not eligible for reimbursement under the Plan.
  - b. The Provider is not responsible for failure resulting from improper repair, or use of parts that are not authorized by the Provider or genuine authorized remanufactured parts.
  - c. Reimbursement under the Plan shall not extend to the replacement of wear items normally replaced during the term of the Plan period, including, but not limited to, lights; flasher switches, ignition points, fuses and belts, brake or clutch linings, knives, bucket cutting edges and teeth, steel or rubber tracks and track components, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools, resistors, disk bands, roller bearings and seals on undercarriage, hydraulic quick couplers and grease fittings, lug nuts and studs, lubricated joints, pins and bushings, shovels and sweeps, and accessories or items replaced solely at the Customer's preference.
  - d. Reimbursement under the Plan shall not extend to:
    - i. normal maintenance parts and service, including, but not limited to; replenishment of oils, lubricants, spark plugs, coolants, and filters; provided, however, that lubricants, filters, and coolants may qualify for Plan reimbursement if they require replacement as a direct result of a defect in material or workmanship;
    - ii. costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
    - iii. customer comfort items including, but not limited to: air and water leaks caused by aged weather stripping, carpets and floor mats, faded paint or rust, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and gas struts, audio equipment, and seats.
    - iv. repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;

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- v. Goods covered by warranties or extended warranties, including, but not limited to; tires, batteries, fuel injection, transmissions, engines and advanced farming systems;
  - vi. travel costs associated with transporting Goods to and from the location of repair without the prior written authorization of the Provider, unless the Plan specifies otherwise;
  - vii. failure arising from the use of attachments not authorized in advance in writing by the Provider;
  - viii. failure arising from the storage or deterioration of, or failure to properly maintain the Goods, or negligence, improper use of the Goods, collision, accident, vandalism, fire, or other peril or casualty, or operation of the Goods beyond their rated capacity or specifications;
  - ix. charges for labor performed other than by a service center authorized in advance in writing by the Provider;
  - x. failure arising from abuse or neglect, including, but not limited to; operation without adequate coolant or lubricants, adjustments to the fuel system outside the Goods' manufacturer's specifications, illegal or improper speeding, or from improper storage, starting, warm-up, or shutdown practices, or use of incorrect or contaminated fuel, oil or other fluids; or failure arising from non-compliance with instructions provided by the manufacturer to prevent such failure;
  - xi. failure of the Goods, their implements or attachments caused by improper field application, or overloading, beyond the manufacturer's specifications;
  - xii. costs charged for overtime labor costs or out-of-shop expenses;
  - xiii. economic loss, including, but not limited to, lost profits, crop loss, or cost of equipment rental;
  - xiv. the cost of cleaning of Goods, in preparation for servicing;
  - xv. loss or damage of the Goods during shipment;
  - xvi. claims involving Goods damaged in transit or handling and subsequently sold as "salvage" Goods;
  - xvii. the cost of initial setup or installation of any optional equipment or attachments to the Goods;
  - xviii. items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
  - xix. the cost of normal maintenance services, including, but not limited to, checks, adjustments, and shimming, engine tune-ups, replacement of fuses, and engine fuel system cleaning, such as replacing fuel filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, and repair of corrosion, decay and deterioration to items such as radiators and coolers;
  - xx. repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Goods;
  - xxi. claims in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 75% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
  - xxii. claims in respect of the inspection or reconditioning of the Goods;
  - xxiii. any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a protected failure;
  - xxiv. the cost of removing optional equipment or attachments that were installed without the prior written permission of the Provider, including, but not limited to, loaders, duals, and tanks;
  - xxv. Goods sold "as is", other than with the written authorization of the Provider at the time of sale;
  - xxvi. lost or stolen equipment;
  - xxvii. costs related to the failure of a part replaced pursuant to an OEM parts warranty;
  - xxviii. original equipment repair of Goods covered by a warranty issued to the retail purchaser, or repair covered by the manufacturer under a field campaign or recall policy;
  - xxix. diagnosis, except according to published OEM labor time schedules or as deemed reasonable by the Provider. The Dealership is responsible for properly diagnosing eligible failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
  - xxx. parts or repairs covered by a warranty supplied by the parts manufacturer;
  - xxxi. repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
  - xxxii. ensuing loss arising from a failure, including, without limitation, such loss caused by fire, oil, or water/coolant;
  - xxxiii. severe usage, unless the Plan provides otherwise;
  - xxxiv. severe duty applications, including, without limitation, the use of Goods in demolition, foundry, scrap, waste recycling, landfill, mining, tree mowing, or forestry work or in the warehousing of chemicals, unless the Plan specifies otherwise.
- e. Reimbursement under the Plan shall not extend to failure due to tampering with, adjustments or additions of components to, or replacements for Goods, when such actions could contribute to increasing the published horsepower rating of any engine-powered Goods.
- f. Any part installed on the Goods, if such part is under a manufacturer's whole goods warranty or service parts warranty, shall be deemed to be under whichever of such warranties that terminates last.

24. THE REMEDIES OF HAVING A DEFECT IN MATERIAL OR WORKMANSHIP REPAIRED, OR HAVING DEFECTIVE MATERIALS REPLACED, AT A SERVICE CENTER AUTHORIZED BY THE PROVIDER UNDER THE TERMS AND CONDITIONS OF THE PLAN ARE THE CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE PLAN AND ARE IN LIEU OF ANY OTHER REMEDY OR REMEDIES OTHERWISE AVAILABLE.

25. Only the Provider has any liability in respect of claims made under the Plan.

26. The Plan does not provide protection in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Customer receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Customer using a scraper on his or her own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further protection under the Plan. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for further protection under the Plan: site preparation, excavation, pond-building and forestry applications.

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27. The terms and conditions set out herein supersede and replace any and all agreements, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Customer and contain the entire understanding of the Customer, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein. The waiver or non-enforcement by a party named herein, other than the Customer, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions. No changes may be made to the Plan unless approved by the Provider in writing.
28. The Plan shall be interpreted for all purposes in accordance with the laws of the state of Wisconsin.
29. The Plan does not guarantee days or time of service. The Provider is not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.
30. If the Provider pays for repairs under this Plan and the Customer is also repaid for the same repairs by someone else, the Customer's payment will become the Provider's property up to the amount that the Provider paid for the repairs.
31. To be eligible for reimbursement, the following procedures must be adhered to:
  - a. The Dealership must open a work order on the date of notification of a problem with the Goods.
  - b. All requests for reimbursement must be submitted to the Provider within 30 consecutive days of from the last day parts related to the eligible failure were installed, as shown on the technician's time ticket on the work order, not the date the work order was closed. Requests for reimbursement beyond this time limit will be denied.
  - c. All required information shall be provided on the request for reimbursement form at time of submission.
  - d. All faulty parts from the failure must be retained for inspection by the Provider until final settlement of the claim has been made.
  - e. Faulty parts from the failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the failure and consequential damages shall be provided to the Provider within 30 days of request.
32. All resubmitted claims, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period, the claim settlement will stand.
33. Disputed claim settlements must be resolved within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period, the claim settlement will stand.

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## MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

*This Plan excludes protection for any failure to any component caused by or resulting from the failure of a component not listed on the "Master Parts Schedule", including any resulting damage to a "covered component". "Covered components" vary by Plan Option and are limited to those under the purchased Plan Option. See the Terms and Conditions document for complete Plan details.*

<b>POWERTRAIN PLAN OPTION</b>	
<b>ENGINE and all internal lubricated components within</b> Accessory Gears Camshaft Camshaft Bearings Camshaft Drive Gear Connecting Rods & Bearings Crankshaft Bearings & Gear Crankshaft Including Front And Rear Crankshaft Seals Cylinder Heads/ Head Gaskets Cylinder Liners Engine Block Engine Oil Cooler Engine Speed Controls, Linkages, and Cables Flywheel, Ring Gear Front And Rear Engine Covers And Seals Front Damper Oil Pan And Gasket Oil Pump Pistons & Rings Pressure/Temperature Sensors & Sending Units Rocker Arm Assembly Thermostats Timing Gears Valve Cover And Gasket Water Pumps <b>Engine Components Covered after Emission Warranty</b> Charge Air Cooler Electronic Engine Control Module EGR System Manifold Injection Pump Injectors Intake and Exhaust Manifold And Gaskets Turbocharger And Gasket  <b>COMPACTION/PAVING EQUIPMENT</b> Eccentric Mechanism & Bearings Drum Seals Propulsion System Hydraulic Components Pump Drive Reduction Unit Splitter Box Torque Hubs Vibration System Hydraulic Components	<b>TRANSMISSIONS/AXLES/HYDROSTATICS</b> Axle Housing Axle Shaft Clutch Discs (Wet Only) Clutch Plates (Wet Only) Counter Shaft Clutch Differential Housing Differential Pinion Gear / Ring Gear Drive Axle Hub Drive Shaft with Universal Joints Drive Shaft Support Bearing Electronic Transmission Controller and Valve Enclosed Oil Immersed Chains and Sprockets Final Drive Pinion Final Drive Planetary Gears Front Wheel Drive Sensors Hydraulic Drive / Travel Motor Hydraulic Drive Pump Hydraulic Transmission-Control Valve Hydrostatic/Hydraulic Pump Drives Hydrostatic Motor Hydrostatic Transmission Charge Pump Hydrostatic Transmission Pump Internal Lubricated Clutch Housings Internal Transmission Control Linkage Internal Wet Service Brakes MFWD Axle/Differential Assembly Including Driveshaft and U Joint Planetary Gear Carrier IPTO Clutch Housing (Scraper Tractors Only) Rotary Hydraulic Manifold Splitter Drive/Drop Box Swing Motor And Swing Gear Box Turntable Bearing Torque Converter Torque Converter Pump Transfer Drive Transmission Case Transmission Gears, Bearings, & Shafts Transmission Pump Travel Control Valve Travel & Swing Sections (only) Of Main Control Valve Wet Steering Clutches
<b>POWERTRAIN EXCLUSIONS</b>	
<i>Engine/Transmission Mounts, Hoses And Fittings, Filters, Belts, Pulleys, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Adjustments, Dry Clutches, Batteries, Electrical Components Not Listed Above, Pipes, And Gauges*</i>	

## MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

*This Plan excludes protection for any failure to any component caused by or resulting from the failure of a component not listed on the "Master Parts Schedule", including any resulting damage to a "covered component". "Covered components" vary by Plan Option and are limited to those under the purchased Plan Option. See the Terms and Conditions document for complete Plan details.*

<b>POWERTRAIN PLUS HYDRAULIC PLAN OPTION</b>	
<b>All components listed under the Powertrain Plan Option, plus:</b>	
Accumulator And Related Relief Valve	Hydraulic Motors
Brake Accumulator	Hydraulic Oil Coolers
Brake Pressure Sensor	Hydraulic Pumps
Brake Pump, Brake Valve	Hydraulic Reservoir
Differential Lock Valve	Hydraulic Valves
Fan Pumps And Motors	Pilot Control
Hydraulic Cylinders	Pressure Reducing Valves
Hydraulic Hoses and Piping	Unloading Valves
<b>POWERTRAIN PLUS HYDRAULIC EXCLUSIONS</b>	
<i>All Powertrain Exclusions, (except Hydraulic Hoses and Fittings), plus Air and Water Hoses (Including Fittings), External Hydraulic Seals, External O-Rings And Bonded Washers, Hydraulic Quick Couplers, Oil, Filters, Breathers, Hose Chafing, and Adjustments*</i>	
<b>PREMIER PLAN OPTION</b>	
<b>All components listed under the Powertrain and Powertrain + Hydraulics Plan Options, plus:</b>	
<b>ENGINE</b>	<b>TRANSMISSION / AXLES / HYDROSTATICS</b>
Engine Mounts And Supports	Control Rods
Filter Mount	External Oil Lines
Fuel Lines	Filler Tubes (Transmission)
Fuel Tank	Pneumatic Valves
Fuel Transfer Pump & Gasket	Undercarriage Roller And Idler Seals And Bearings
Oil Filler Tube	Undercarriage Tensioners
Oil Lines	<b>UNDERCARRIAGE EXCLUSIONS:</b>
Pulleys	<i>.....Sprocket, Tracks, Pads, Bolts, Chains, Or Any Failure</i>
Radiator	<i>Due To Wear, Or Breakage Caused By Wear</i>
Water Piping	<b>ELECTRICAL</b>
Fan And Fan Drive	Alternator
Air Intake Hose	Gauges
Engine Components Covered after Emission Warranty	Horn
Catalytic Converter	Indicators
Diesel Particulate Filter	Instruments
Selective Catalytic Reduction System	Electronic Joysticks
Diesel Exhaust Fluid Tank and Dispensing System	Electric Motors
Cold Start Enrichment Systems	Sensors
Sensors, Solenoids & Wiring Harnesses used in these systems	Solenoid Valves
<b>FACTORY INSTALLED HEAT AND AIR CONDITIONING</b>	Starter And Starter Solenoid
Accumulator	Switches
Clutch	Traction Control System
Compressor	Voltage Regulator
Condenser	Wiring Harnesses
Dryer	<b>Wiring Harnesses Exclusions</b>
Evaporator	<i>.....Rubbing, Chafing, Loose Or Corroded Connections</i>
Expansion Valve	<b>STRUCTURAL</b>
Heater Core	Backhoe Booms
Hoses	Backhoe/Excavator Dipper Sticks
Pulley	Excavator Booms
Seals & Gaskets	Wheel Loader/Skid steer Loader Arms
Temperature Control Programmers and Valves	<b>PREMIER EXCLUSIONS</b>
<i>Filters, Belts, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Breathers, Batteries, Electrical Components Not Listed Above, External Hydraulic Seals, Dry Clutches, External O-Rings And External Bonded Washers, Hydraulic Quick Couplers, Hose Chafing, and Adjustments*</i>	

Revised 2.1.2011

*This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued. Program participation is subject to customer credit qualification and/or other underwriting requirements. Programs may be changed or cancelled without notice. Capitalized terms used in this literature, unless defined herein, have the meanings assigned to them in the contract as issued.*

## MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

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<b>STRUCTURAL PLAN OPTION</b>	
<b>This is a stand-alone plan option and must be purchased separately</b>	
Backhoe Booms	Excavator Booms
C Frame	Forklift Masts
Car Body	Loader Arms
Chassis	Main Frame
Circle Frame	Moldboard Lift Arm
Dipper Stick	Rollover Protection Structure (Ropes)
Engine Frame	Swing Frame
Equipment Frame	Track Frame
<b>STRUCTURAL EXCLUSIONS</b>	
<i>Pivot Pins, Forks, Carriages, Swingpost, Pivot Pin Bushings, Loader/Backhoe Links, 3-Point Hitch Linkage, Extending Dipper Wear Strips, Deterioration Due To Use Of Non Factory Approved Attachments, Front Shovels/Buckets, Backhoe Buckets, Including Teeth/Side-Cutters, Wear Pads, Hose Routing Guides.*</i>	
<b>BACKHOE STRUCTURAL PLAN OPTION</b>	
<b>This is a stand-alone plan option and must be purchased separately</b>	
Backhoe Main Boom	
Standard Dipper Arms	
Inner and Outer Dipper Arms of the Extendable Boom	
Swing Tower Castings	

Revised 2.1.2011

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**MADISON COUNTY BOARD OF SUPERVISORS  
ONE OR MORE BACKHOES  
WITH MULTI-PUPOSE LOADER BUCKET**

**SPECIFICATIONS AND BID SHEET**

**ALL BIDS DUE 10 A.M. 26 FEBRUARY 2013**

**MADISON COUNTY CHANCERY CLERK'S OFFICE  
MADISON COUNTY CHANCERY COURTHOUSE  
SECOND FLOOR, ROOMS 225-227  
146 WEST CENTER STREET  
CANTON, MS 39046**

**BIDS MUST BE SIGNED AND SUBMITTED ON  
COUNTY-FURNISHED BID SHEET—NO EXCEPTIONS**

**BID FOR NEW BACKHOE WITH MULTI-PURPOSE LOADER BUCKET  
AND MANUFACTURER'S FACTORY WARRANTY:**

**\$82,500.00**

**BID FOR NEW BACKHOE WITH MULTI-PUPOSE LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:**

**\$83,700.00**

**BID FOR NEW BACKHOE WITH MULTI-PURPOSE LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:**

**\$85,750.00**

**GUARANTEED BUY-BACK AFTER 36 MONTHS \$62,500.00**

**GUARANTEED BUY-BACK AFTER 60 MONTHS \$50,000.00**

COMPANY NAME: STRIBLING EQUIPMENT, LLC

ADDRESS: P. O. BOX 6038, JACKSON, MS 39288

TELEPHONE: 601-939-1000; 662-322-4959

EMAIL: jbryson@striblingequipment.com

Jim Bryson Central Sales Manager      2/25/13  
AUTHORIZED REPRESENTATIVE'S SIGNATURE      DATE

Jim Bryson CENTRAL SALES MANAGER  
PRINT AUTHORIZED REPRESENTATIVE'S NAME HERE

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**BID FOR NEW BACKHOE WITH MULTI-PURPOSE LOADER BUCKET  
AND MANUFACTURER'S FACTORY WARRANTY:**

83,810  $\frac{00}{100}$

**BID FOR NEW BACKHOE WITH MULTI-PUPOSE LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:**

85,470  $\frac{00}{100}$

**BID FOR NEW BACKHOE WITH MULTI-PURPOSE LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:**

87,570  $\frac{00}{100}$

**GUARANTEED BUY-BACK AFTER 36 MONTHS**

55,000  $\frac{00}{100}$

**GUARANTEED BUY-BACK AFTER 60 MONTHS**

41,000  $\frac{00}{100}$

COMPANY NAME: PUCKETT Machinery Company

ADDRESS: 3263 Hwy 80 West  
JACKSON MS. 39204

TELEPHONE: 601-209-2670

EMAIL: kennon.ferguson@puCKETTmachinery.com

Kennon Ferguson 2/25/13  
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

KENNON FERGUSON  
PRINT AUTHORIZED REPRESENTATIVE'S NAME HERE

STATE OF MISSISSIPPI  
LICENSE NO. 1949  
SENATE BILL NO. 2028  
LAWS OF 1962  
PRIVILEGE LICENSE NO. 5232

**MADISON COUNTY BOARD OF SUPERVISORS  
ONE OR MORE BACKHOES  
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AND MANUFACTURER'S FACTORY WARRANTY:**

83,050.00

**BID FOR NEW BACKHOE WITH MULTI-PUPOSE LOADER BUCKET  
AND 36-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:**

83,350.00

**BID FOR NEW BACKHOE WITH MULTI-PURPOSE LOADER BUCKET  
AND 60-MONTH POWERTRAIN AND HYDRALICS EXTENDED WARRANTY:**

86,475.00

**GUARANTEED BUY-BACK AFTER 36 MONTHS**

0

**GUARANTEED BUY-BACK AFTER 60 MONTHS**

0

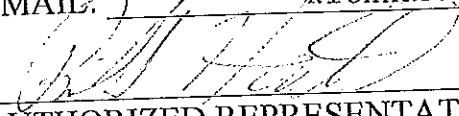
COMPANY NAME: DEVINEY EQUIPMENT

ADDRESS: 1023 DEVINEY DR.

RAYMOND, MS 39154

TELEPHONE: 601-373-9531

EMAIL: RICHARDL413

  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

2-25-2013  
DATE

RICHARD HAWTHORNE  
PRINT AUTHORIZED REPRESENTATIVE'S NAME HERE