

Purchase Agreement and Acknowledgement

PREMIER TRUCK GROUP OF TULSA

5104 WEST 60TH STREET TULSA OK 74107-8816

Department: <u>NEW</u>
Contract Date: 10/10/2025
Deal Packet: DE-68130
Branch: 125
Salesperson: Mike Sartin

15644 CITY OF BROKEN ARROW 1700 W DETROIT ST BROKEN ARROW OK 74012-3623 P:(918) 259-8367

CO-SIGNER'S SIGNATURE

CITY OF BROKEN ARROW 1700 W DETROIT ST BROKEN ARROW, OK 74012-3623

Stock#:10DUMPTRK/IN:TBD New 2027 FREIGHTLINER M2106 PLUS INSTALL 10' DUMP BODY PER ATTACHED SPECIFICATIONS. WAG-0785YR EXTENDED TOWING/FIELD SERVICE COVERAGE \$750 CAP/OCCURRENCE WAX-091 5YR/150,000 AT3 CUMMINS AFTERTREATMENT WARRANTY COVERAGE WBB-2VR5YR/150K EXTENDED ULTIMATE TRUCK CHASSIS WARRANTY WAI-45D5YR/150K CUMMINS HD1 EXTENDED ENGINE WARRANTY	Price Per Unit:	: \$95,871.00 \$33,366.00 \$920.00 \$860.00 \$1,830.00 \$1,590.00 \$134,437.00
	Total Price Temp Tag Documentary Fee Total Net Total	\$134,437.00 \$10.00 \$400.00 \$134,847.00 \$134,847.00
PRICED PER SOURCEWELL 032824-DAI		
Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or governmer requirements (see attached Terms and Conditions). License & Registration costs are not included.	ıt mandated Initials:	
requirements (see attached Terms and Conditions). License & Registration costs are not included.	initials.	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNTHIS NOTICE IS REQUIRED BY LAW. The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer	IT AGREED TO BY THE F	ARTIES.
THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRIC SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMEN IMPORTANT: Read additional Terms and Conditions attached to this agreement. EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE	E THE NEW VEHICLE(S) T. O ACKNOWLEDGES AND	ACCEPTS, SUBJECT
Your business is always appreciated!		
DUDGUAGENG CICALATURE		
PURCHASER'S SIGNATURE TITLE DATE ACCEPTED BY		

PTG/SL-129-3-S (04/2025) Page 1 VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

AUTHORIZED SIGNATURE

Purchase Agreement Terms and Conditions

- 1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.
- 2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges, incremental fees or other increases to the factory invoices (whether relating to commodities, government mandated requirements, raw materials, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle and Purchaser shall be responsible for paying any applicable surcharges, fees or other increases. As a result, Purchaser acknowledges that the total prices for vehicles not in stock are estimated.
- 3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.
- 4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.
- $5. \qquad TRANSFER LIMITATION. Purchase represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to an other owner in any manner without the prior written consent of Dealer.\\$
- 6. SALES AND OTHERTAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.
- 7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, deliverywillbemadeviacarriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.
- 8. TECHNICALCHANGES. Purchase racknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle (s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer 's or Dealer's opinion, are necessary to improve the Vehicle. Purchase ragrees to accept any such changes as fulfillment of Dealer's obligations under this order.
- 9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.
- 10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehivle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.
 - 11. GENERAL
 - Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
 - · Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
 - $\bullet \ \ Now aiver, alteration, or modification of any of the provisions here of shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.$
 - To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Codes hall govern this sale.
 - This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
 - In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including resonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of: (a) Purchaser's or others' use of the Vehicle(s) after Purchasr takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:	Initials:	