

DATE Jun 06, 2019  
 SALES REP Art Westfall



**SALES AGREEMENT**

**Ohio CAT, 3993 E. Royalton Rd., Broadview Hts., Ohio 44147 Phone:440.526.6200**

Subject to the terms and conditions set forth below and on the reverse side hereof, Seller hereby sells the equipment described below (the "Equipment") to Buyer, and Buyer, having been offered both cash sales price and a time sale price, hereby purchases the Equipment from Seller on a time sale basis, or according to additional terms if set forth below. To secure payment of Buyer's indebtedness to Seller and the performance of its obligations hereunder as well as to secure any and all other obligations and liabilities of the Buyer to the Seller, direct or indirect, absolute or contingent, now existing or hereafter arising or incurred, and any and all amendments, modifications and extensions to the foregoing (all of the above, the "Secured Obligations"), Buyer hereby grants Seller a continuing security interest in the Equipment, and in the other equipment, if any, listed as Additional Security below, together with any and all replacements, additions, accessions and attachments now or hereafter placed thereon, and all proceeds thereof.

Buyer	<u>CITY OF WILLOUGHBY HILLS</u>			
STREET ADDRESS	<u>35405 CHARDON RD</u>			<SAME>
CITY/STATE	<u>WILLOUGHBY HILLS, OH</u>	COUNTY	<u>LAKE (43 )</u>	
POSTAL CODE	<u>44094-9195</u>	PHONE NO.	<u>440 946 1234</u>	
CUSTOMER CONTACT:	EQUIPMENT	<u>MARK GRUBUSS</u>		
	PRODUCT SUPPORT	<u>MARK GRUBISS</u>		
				F.O.B. AT: <u>Ohio CAT</u>

CUSTOMER NUMBER	<u>1097400</u>	Sales Tax Exemption # (if applicable)	<u>OF 6/22/95</u>	CUSTOMER PO NUMBER	<u>PENDING</u>
PAYMENT TERMS: <u>Net 30</u>					
Financial Services	<input type="checkbox"/> CSC	<input type="checkbox"/> Lease	First Installment Due Date	Balance of Installments Due on the _____ day of each month thereafter, until the entire indebtedness has been paid.	
Cash With Order	<u>\$0.00</u>	Balance To Finance	<u>\$0.00</u>	Finance Charges	Time Balance
Contract Interest Rate		Payment Period		Payment Amount	<u>\$0.00</u>
				Number Of Payments	<u>0</u>
					OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED		
MAKE: CATERPILLAR	MODEL: CB24B	YEAR: <u>2018</u>
STOCK NUMBER: H16304	SERIAL NUMBER: 2X401545	SMU: 006
		NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
CB24B UTILITY COMPACTOR		364-2303
ENGINE T4F		364-2272
PROPEL, STANDARD		364-2313
HYDRAULIC OIL, STANDARD		364-2282
LIGHTING PACKAGE, STANDARD		432-6053
SEAT, WITH SAFETY SWITCH		364-2277
BELT, SEAT, 2" SUSPENSION		376-7962
SUPPORT, SLIDING FOR SEAT		364-2279
ROPS, FOLDABLE		364-2287
PRODUCT LINK INSTALLATION		463-3786
PRODUCT LINK, CELLULAR PL641		454-5454
SWITCH, BATTERY DISCONNECT		364-2297
TRAVEL CONTROL, COVER GP		432-8451
<b>TOTAL LIST PRICE STS , 2018 = \$54,997 LESS 28% STS DISCOUNT. = \$39,597</b>		
OHIO CAT TO DELIVER TO WILLOUGHBY HILLS, OPERATOR TRAINING INCLUDED.		

TRADE-IN EQUIPMENT		Sell Price	\$39,597.00
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NON TAX (0%) \$0.00
MODEL: _____	YEAR: _____	SN: _____	Balance \$39,597.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY Seller AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASED ABOVE.  
 BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE Seller AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
The customer acknowledges that he has received a copy of the Vendor Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: <u>12 MONTH, UNLIMITED HOUR PREMIER, TOTAL MACHINE INCLUDING TRAVEL TIME AND MILEAGE</u>		ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HERE:  Warranty applicable: _____	

CSA:  
 NOTES: NEW , 2018 MODEL CB24B ASPHALT COMPACTOR , FOLDABLE ROPS , 47" DJAL DRUM , SLIDING SEAT SUPPORT. OHIO CAT TO DELIVER.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE PARAGRAPH 12 CONTAINS A SPECIFIC DISCLAIMER OF WARRANTIES.  
 THE ABOVE SHALL NOT CONSTITUTE A CONTRACT UNTIL EXECUTED AND DELIVERED BY AN OFFICER OF THE SELLER AT ITS HOME OFFICE IN BROADVIEW HEIGHTS, OHIO.

Executed and Delivered as of Jun 06, 2019  
CITY OF WILLOUGHBY HILLS, Buyer  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 (If corporation, authorized officer must sign and show corporate title. If Partnership, a general partner must sign. If sole proprietor or partner, show which.)  
 Payment and Performance absolutely and unconditionally guaranteed by the undersigned:

Accepted:  
OHIO MACHINERY CO., Seller  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 At 3993 East Royalton Rd. Broadview Heights, Ohio, 44147

Witness: \_\_\_\_\_

**EQUIPMENT SALES CONTRACT TERMS AND CONDITIONS**

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

1. **Excusable Delivery Delays:** Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacture or carrier, acts of God, embargoes, or governmental action, or any other cause beyond the reasonable control of Ohio CAT, whether the same or different from the matters and things hereinbefore specifically enumerated, and, if for such reasons, Ohio CAT is unable to make delivery within a reasonable time after the time stipulated for delivery, Ohio CAT may, at its option, cancel this order without liability except for return of the amounts paid on this order.
2. **Responsibility For Shipment:** Ohio CAT's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Ohio CAT for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
3. **Duration of Offer:** The customer agrees that this order shall not be countermanded or revoked by Customer for a period of ten (10) days from the date; thereafter it may be countermanded or revoked up to and until Ohio CAT does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financial Statement(s) and/or Note(s), and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.
4. **Execution of Other Documents:** When the property necessary to fill this order is available, the Customer agrees on demand to execute and deliver to Ohio CAT such security agreements, financing statements, and other documents as may be required by Ohio CAT to secure the purchase price. In the event that the Customer fails to execute and deliver to Ohio CAT such documents, the entire balance of the purchase price shall, at Ohio CAT's options, become immediately due and payable.
5. **Tax:** Customer agrees to pay all taxes of any kind that now is or hereafter may be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of the product. lease, possession, ownership or use of the product.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:** Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Ohio CAT will assist Customer in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Customer's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Ohio CAT will furnish during regular working hours such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Ohio CAT's repair facilities shall be borne solely by Customer. Except for warranty of title by Ohio CAT and except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period, Ohio CAT shall not be liable for defects in or for any damages or less to the property sold nor caused by the property sold unless a special Ohio CAT warranty is expressly written elsewhere hereon or in a separate writing signed by Ohio CAT in the manner provided on the reverse side hereof, and under no circumstances shall Ohio CAT or Manufacturer be liable for any indirect, special, incidental or consequential damages to the Customer or to any third party. This warranty is expressly in lieu of any other warranties and is the sole and exclusive warranty and is IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Ohio CAT be liable for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES or damage to trade or business for any breach of warranty or other default or failure of the product to operate for any period of time.
7. **Trade-In Liens:** If trade-in is involved, Customer warrants that such property is free and clear as to the title and all encumbrances of any kind unless noted on the front of this contract.
8. **Late Payment Charges:** If the Customer fails to pay any invoice to Ohio CAT in accordance with the terms of such invoice, the Customer will be obligated to pay a service charge to Ohio CAT of (i) 2% per month (24% per annum), or (ii) the maximum lawful rate, on the delinquent balance.
9. **Sales Tax:** State law requires that Ohio CAT charge Sales Tax unless Ohio CAT has a signed, valid Tax Exemption Certificate in its files.
10. **Venue:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The parties hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio for any proceedings arising out of or relating to this Agreement. Should any provision of this Agreement be held invalid, such provision shall be deemed to be eliminated insofar as it is deemed invalid and the balance of this Agreement shall in no way be affected thereby. The terms and conditions contained herein constitute the entire Agreement between Ohio CAT and CUSTOMER with respect to the subject matter hereof and supersede all previous oral and written communications and representations. Any contrary terms contained in a purchase order or other writing from the CUSTOMER are hereby rejected and superseded by the terms and conditions contained in this Agreement. CUSTOMER'S obligations hereunder shall survive any termination of this Agreement. This Agreement may not be changed, altered, supplemented or added to at any time; except by a writing signed by both parties. This Agreement may not be assigned by CUSTOMER without the prior written consent of Ohio CAT. Any suit by Ohio CAT may be brought in the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio. The CUSTOMER hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio and waives all rights to contest the jurisdiction of these Courts.
11. **Title to Goods:** The title to goods furnished on this order remains vested in Ohio CAT until paid in full in cash.
12. **Acceptance of Property:** Retention of any property shipped under this agreement after five days from arrival shall constitute an acceptance of same.
13. **Additional Matters and/or Modifications:**

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

DATE Jun 06, 2019  
 SALES REP Art Westfall



**SALES AGREEMENT**

**Ohio CAT, 3993 E. Royalton Rd., Broadview Hts., Ohio 44147 Phone:440.526.6200**

Subject to the terms and conditions set forth below and on the reverse side hereof, Seller hereby sells the equipment described below (the "Equipment") to Buyer, and Buyer, having been offered both cash sales price and a time sale price, hereby purchases the Equipment from Seller on a time sale basis, or according to additional terms if set forth below. To secure payment of Buyer's indebtedness to Seller and the performance of its obligations hereunder as well as to secure any and all other obligations and liabilities of the Buyer to the Seller, direct or indirect, absolute or contingent, now existing or hereafter arising or incurred, and any and all amendments, modifications and extensions to the foregoing (all of the above, the "Secured Obligations"), Buyer hereby grants Seller a continuing security interest in the Equipment, and in the other equipment, if any, listed as Additional Security below, together with any and all replacements, additions, accessions and attachments now or hereafter placed thereon, and all proceeds thereof.

Buyer	CITY OF WILLOUGHBY HILLS			
STREET ADDRESS	35405 CHARDON RD			<SAME>
CITY/STATE	WILLOUGHBY HILLS, OH	COUNTY	LAKE (43 )	
POSTAL CODE	44094-9195	PHONE NO.	440 946 1234	
EQUIPMENT	MARK GRUBISS			
CUSTOMER CONTACT:	PRODUCT SUPPORT MARK GRUBISS			
				F.O.B. AT: Ohio CAT

CUSTOMER NUMBER	1097400	Sales Tax Exemption # (if applicable)	OF 6/22/95	CUSTOMER PO NUMBER	PENDING
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PAYMENT TERMS: Net 30					
Financial Services	<input type="checkbox"/> CSC	<input type="checkbox"/> Lease	First Installment Due Date	Balance of Installments Due on the	day of each month thereafter, until the entire indebtedness has been paid.
Cash With Order	\$0.00	Balance To Finance	\$0.00	Finance Charges	Time Balance
Contract Interest Rate		Payment Period		Payment Amount	\$0.00 Number Of Payments 0
OPTIONAL BUY-OUT					

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: CB24B	YEAR: 2019	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: H16593	SERIAL NUMBER: 2X401689	SMU: 0005	
CB24B UTILITY COMPACTOR, 2019	364-2303	LIST PRICE 2019 = \$56,099 LESS 28% STS = \$40,391	
ENGINE T4P	364-2272	OHIO CAT TO DELIVER TO WILLOUGHBY WILLS	
PROPEL, STANDARD	364-2313		
HYDRAULIC OIL, STANDARD	364-2282		
LIGHTING PACKAGE, STANDARD	432-6053		
SEAT, WITH SAFETY SWITCH	364-2277		
BELT, SEAT, 2" SUSPENSION	376-7962		
SUPPORT, SLIDING FOR SEAT	364-2279		
ROPS, FOLDABLE	364-2287		
PRODUCT LINK INSTALLATION	463-3786		
PRODUCT LINK, CELLULAR PL641	454-5454		
INSTRUCTIONS, NORTH AMERICAN	364-2281		
SERIALIZED TECHNICAL MEDIA KIT	421-8926		
SWITCH, BATTERY DISCONNECT	364-2297		
TRAVEL CONTROL, COVER GP	432-8451		

TRADE-IN EQUIPMENT		Sell Price	\$40,391.00
MODEL: _____	YEAR: _____ SN: _____	Balance	\$40,391.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY Seller AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASED ABOVE.  
 BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE Seller AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
The customer acknowledges that he has received a copy of the Vendor Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 MONTH , UNLIMITED HOUR , MACHINE WARRANTY INCUDING TRAVEL TIME AND MILEAGE		ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HERE:  Warranty applicable: _____	

CSA:  
 NOTES: NEW , 2019 MODEL CB24 , 47" DUAL DRUM ASPHALT COMPACTOR

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE. PARAGRAPH 12 CONTAINS A SPECIFIC DISCLAIMER OF WARRANTIES. THE ABOVE SHALL NOT CONSTITUTE A CONTRACT UNTIL EXECUTED AND DELIVERED BY AN OFFICER OF THE SELLER AT ITS HOME OFFICE IN BROADVIEW HEIGHTS, OHIO.

Executed and Delivered as of Jun 06, 2019  
 CITY OF WILLOUGHBY HILLS, Buyer  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 (If corporation, authorized officer must sign and show corporate title. If Partnership, a general partner must sign. If sole proprietor or partner, show which.)  
 Payment and Performance absolutely and unconditionally guaranteed by the undersigned:

Accepted:  
 OHIO MACHINERY CO., Seller  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 At: 3993 East Royalton Rd.  
 Broadview Heights,  
 Ohio, 44147

Witness: \_\_\_\_\_

EQUIPMENT SALES CONTRACT TERMS AND CONDITIONS

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

1. **Excusable Delivery Delays:** Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacture or carrier, acts of God, embargoes, or governmental action, or any other cause beyond the reasonable control of Ohio CAT, whether the same or different from the matters and things hereinbefore specifically enumerated, and, if for such reasons, Ohio CAT is unable to make delivery within a reasonable time after the time stipulated for delivery, Ohio CAT may, at its option, cancel this order without liability except for return of the amounts paid on this order.
2. **Responsibility For Shipment:** Ohio CAT's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Ohio CAT for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
3. **Duration of Offer:** The customer agrees that this order shall not be countermanded or revoked by Customer for a period of ten (10) days from the date; thereafter it may be countermanded or revoked up to and until Ohio CAT does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financial Statement(s) and/or Note(s), and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.
4. **Execution of Other Documents:** When the property necessary to fill this order is available, the Customer agrees on demand to execute and deliver to Ohio CAT such security agreements, financing statements, and other documents as may be required by Ohio CAT to secure the purchase price. In the event that the Customer fails to execute and deliver to Ohio CAT such documents, the entire balance of the purchase price shall, at Ohio CAT's options, become immediately due and payable.
5. **Tax:** Customer agrees to pay all taxes of any kind that now is or hereafter may be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of the product. lease, possession, ownership or use of the product.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:** Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Ohio CAT will assist Customer in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Customer's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable. Ohio CAT will furnish during regular working hours such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Ohio CAT's repair facilities shall be borne solely by Customer. Except for warranty of title by Ohio CAT and except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period. Ohio CAT shall not be liable for defects in or for any damages or less to the property sold nor caused by the property sold unless a special Ohio CAT warranty is expressly written elsewhere hereon or in a separate writing signed by Ohio CAT in the manner provided on the reverse side hereof, and under no circumstances shall Ohio CAT or Manufacturer be liable for any indirect, special, incidental or consequential damages to the Customer or to any third party. This warranty is expressly in lieu of any other warranties and is the sole and exclusive warranty and is IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Ohio CAT be liable for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES or damage to trade or business for any breach of warranty or other default or failure of the product to operate for any period of time.
7. **Trade-In Liens:** If trade-in is involved, Customer warrants that such property is free and clear as to the title and all encumbrances of any kind unless noted on the front of this contract.
8. **Late Payment Charges:** If the Customer fails to pay any invoice to Ohio CAT in accordance with the terms of such invoice, the Customer will be obligated to pay a service charge to Ohio CAT of (i) 2% per month (24% per annum), or (ii) the maximum lawful rate, on the delinquent balance.
9. **Sales Tax:** State law requires that Ohio CAT charge Sales Tax unless Ohio CAT has a signed, valid Tax Exemption Certificate in its files.
10. **Venue:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The parties hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio for any proceedings arising out of or relating to this Agreement. Should any provision of this Agreement be held invalid, such provision shall be deemed to be eliminated insofar as it is deemed invalid and the balance of this Agreement shall in no way be affected thereby. The terms and conditions contained herein constitute the entire Agreement between Ohio CAT and CUSTOMER with respect to the subject matter hereof and supersede all previous oral and written communications and representations. Any contrary terms contained in a purchase order or other writing from the CUSTOMER are hereby rejected and superseded by the terms and conditions contained in this Agreement. CUSTOMER'S obligations hereunder shall survive any termination of this Agreement. This Agreement may not be changed, altered, supplemented or added to at any time; except by a writing signed by both parties. This Agreement may not be assigned by CUSTOMER without the prior written consent of Ohio CAT. Any suit by Ohio CAT may be brought in the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio. The CUSTOMER hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio and waives all rights to contest the jurisdiction of these Courts.
11. **Title to Goods:** The title to goods furnished on this order remains vested in Ohio CAT until paid in full in cash.
12. **Acceptance of Property:** Retention of any property shipped under this agreement after five days from arrival shall constitute an acceptance of same.
13. **Additional Matters and/or Modifications:**

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Willoughby Hills

## Interoffice Memo

**Date:** June 6, 2019

**To:** Council President Fellows, Council Members and Council Clerk Savage

**From:** Robert M. Weger, Mayor/Safety Director

**Subject:** Request for Ordinance to Purchase a 2018 48" Asphalt Roller or 2019 48" Asphalt Roller

I respectfully request that Council prepare an Ordinance to purchase a 2018 48" Asphalt Roller, if still available, or a 2019 48" Asphalt Roller in the event that the 2018 model is no longer available. Road Superintendent Grubiss's memo dated 6/6/19 outlines his request and includes information regarding the roller he is interested in purchasing for the Service Department.

In our quest to spend funds on Police, Fire and Roads, I am sure Council will agree that this is a worthwhile purchase. The current roller we have will be sold on internet auction later this year, should we deem it worthy to be disposed of in that manner.

Thank you for considering this request at the next meeting.

cc: Road Superintendent Mark Grubiss  
Finance Director Frank Brichacek  
Law Director James O'Leary