

PURCHASE AGREEMENT
100224-SK Purchase of TYMCO Sweepers

THIS PURCHASE AGREEMENT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and H & E Equipment Services, Inc. (hereinafter, "Company") having its principal office at 4129 Losee Rd. North Las Vegas Nevada, 89030.

SECTION A – Summary of Agreement

This Agreement sets forth the terms and conditions for the purchase and delivery of the Goods described herein, which, upon execution of the parties forms a legally binding contract.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Purchase Agreement:

- (a) "*Award Date*" means the date that this becomes effective, which is entered into the first paragraph above upon execution by an authorized representative of the City.
- (b) "*City*" means the City of Las Vegas.
- (c) "*City Council*" means the governing body of the City.
- (d) "*Company*" means the individual, partnership, limited liability company, or corporation responsible for the performance of this Purchase Agreement.
- (e) "*Company Representative*" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Agreement.
- (f) "*F.O.B. Destination*" means the Company is responsible for paying all of the shipping charges to transport the Goods and that it assumes all risks associated with such transportation.
- (g) "*Goods*" has the same definition as given under Article 2 of the Uniform Commercial Code (NRS Chapters 104 and 104A), and substitutes for common usage terms such as "materials", "goods", "equipment", "products", and "supplies".
- (h) "*Prompt Payment Discount*" means a price discount offered by the Company, which applies to the Agreement price if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.
- (i) "*Purchase Agreement*" (or "*Agreement*") means this document, incorporating the provisions of Sections A through F that obligates the Company to deliver certain Goods to the City and for the City to pay the Company upon the City's acceptance of the Goods.
- (j) "*Purchase Order*" means the administrative document issued by the City to facilitate the processing of payments for the purchased Goods.

B-2 Agreement Type

This is an Agreement for a one-time purchase of the Goods described in Paragraph B-3 below.

B-3 Pricing

- (a) Payment to the Company will be made only for the actual quantities of Goods delivered and accepted.
- (b) Prices and description of Goods are as follows:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	TYMCO Model 600BAH Regenerative Air Sweeper	5	\$156,900.00	\$784,500.00

(c) The prices set forth in (b), above, include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Agreement.

B-4 Taxes

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) set forth in Paragraph B-3 are net, exclusive of these taxes. The Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Goods delivered under this Agreement. The Company agrees to defend, indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

B-5 Billing and Payment

- (a) The City will issue a Purchase Order, subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any additional quantities of the Goods. Beyond what is set forth in this Agreement. The Agreement number will be reflected on the face of the Purchase Order.
- (b) The Company shall submit a detailed invoice to the City after shipment of the Goods. All invoices should (i) identify charges against specific Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Purchase Order and Agreement number and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the Goods for which payment is requested. . Upon acceptance of the Goods by the City and reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** Invoices for partial shipments must only include items actually sent in the partial shipments.
- (c) Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, NV 89101

B-6 Delivery – F.O.B. Point

- (a) The Company shall deliver the Goods, F.O.B. Destination, to the following address:

City of Las Vegas, Fleet & Transportation Services Division
2950 Ronemus Drive
Las Vegas, NV 89128

- (b) The Company shall pay all freight charges. The Company shall file all claims and bears all responsibility for the Goods from the point of origin to the City's destination. All prices shall include delivery as well as any necessary unloading.

B-7 Additional Delivery Instructions

The Company shall provide two operation and maintenance manuals for all systems on the sweepers. Additionally six sets of keys are to be provided with each sweeper.

SECTION C – Specification/Statement of Work

C-1 General

- (a) The Company shall deliver the Goods to the City under the terms and conditions set forth in this Purchase Agreement.
- (b) The Company shall deliver five (5) Model 600-BAH Tymco Street Sweepers which contain the features and specifications set forth in Attachment No. 1.

C-2 New Goods

The Goods delivered under this Agreement must be new. New Goods are defined as Goods that are made up entirely of unused materials and/or genuine original parts. The Goods must not have been operated for any purpose other than routine operational testing, except as specifically authorized elsewhere in this Agreement. Demonstrator and reconditioned Goods are not acceptable.

C-3 Material Safety Data Sheets

- (a) The Company shall provide the City with current Material Safety Data Sheets (MSDS) for all hazardous Goods delivered under this Agreement.
- (b) The Company shall include an applicable MSDS with each individual shipment of hazardous goods shipped under this Agreement.
- (c) Submission of MSDS materials to the City is a separate requirement from any that may be contained in the hazardous materials regulations promulgated by the Department of Transportation (49 CFR 100, et. seq.).
- (d) The Company shall provide updated MSDS(s) to the City as changes are published.
- (e) Inquiries regarding City MSDS requirements should be directed to the following: City of Las Vegas, Human Resources Department, ATTN: Safety/Loss Control Officer, 400 Stewart Avenue, Las Vegas, Nevada 89101.

C-4 Packaging and Shipping

- (a) The Company shall ship and deliver the Goods in a manner that assures the Goods are protected against damage, deterioration and contamination.
- (b) Vehicles are to be delivered with at least ½ tank of fuel.

C-5 Warranty

The Manufacturer's standard warranty, set forth in Attachment No. 2 applies in its entirety.

C-6 Compliance with Laws

- (a) The Company, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.
- (b) If a City of Las Vegas Business License is required for performance of this Agreement, the Company is expected to maintain that license throughout the term of the Agreement.

SECTION D – SPECIAL CLAUSES

D-1 Legal Notice

- (a) All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Tel: (702) 229-6231
Fax: (702) 384-9964

FOR THE COMPANY: H&E Equipment Services, Inc.
4129 Losee Rd.
North Las Vegas, NV 89030
Tel: (702) 320-6500
Fax: (702) 320-6569

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, liquidated damages, change orders over \$25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

D-2 Inspection and Acceptance

- (a) The Goods will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning and conformance to all other requirements of this Agreement. In the event deficiencies are detected, the Goods will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is completed, and the Goods are re-inspected and accepted by the City.
- (b) It shall be the responsibility of the Company to arrange for the return and to pay all costs for return due to its error.

D-3 Contact Personnel

- (a) The Company shall appoint a Company Representative to oversee performance of this Agreement, and notify the City in writing of the Company Representative's name, telephone number, and e-mail address. The Company Representative shall be the primary point of contact for all issues involving order fulfillment, payments, quality, and other matters arising under this Agreement. The Company Representative shall be available to discuss Agreement status or performance issues with the City as the need arise.
- (b) All Company inquiries to the City should be directed to the Buyer identified on the Purchase Order.

D-4 Rules of Precedence

- (a) In the event of a conflict between the specific language set forth in Sections B through E of this Agreement and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

- (b) Although any omission in this Agreement may be addressed through an application of the Uniform Commercial Code (U.C.C.) Article 2, the express provisions of this Agreement prevail over the U.C.C.

SECTION E – GENERAL CLAUSES

E-1 Disputes

- (a) In the event of a dispute hereunder, the parties shall attempt to amicably resolve the matter through escalating levels of management. Venue for any litigation shall be in Las Vegas, Nevada. The City retains the right to have any dispute submitted to arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim.
- (b) This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted in the Eighth Judicial Court of the County of Clark, State of Nevada.

E-2 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason. Such termination shall be effectuated by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) calendar days after receipt of an adequately documented written request. The City reserves the right to determine whether the costs billed by the Company through the date of termination are fair and reasonable.

E-3 Termination for Default

- (a) The City may, by written notice of default to the Company, terminate this Agreement in whole or in part if the Company fails to:
- (i) Deliver the Goods or perform services within the time specified in this Agreement or any extension;
 - (ii) Make progress, so as to endanger performance of this Agreement; or
 - (iii) Perform any of the other provisions of this Agreement.
- (b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Agreement.
- (c) If the City terminates this Agreement for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those goods or services. However, the Company shall continue with performance of the Agreement not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Agreement arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, and (ix) unusually severe weather. The time of performance of the Company's obligations under this Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Agreement pursuant to the terms of Paragraph E-3, "Termination for Convenience".
- (e) Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D.1 "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-4 Insurance

The Company shall procure and maintain Workers' Compensation and General Liability Insurance, and Commercial Automobile Liability Insurance at its own expense, for all work related to the performance of this Agreement.

E-5 Public Records

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement, all supporting documents, and proposals submitted are deemed to be public records

E-6 Indemnity

- (a) The Company agrees to protect, indemnify and hold the City, its officers, employees, agents and consultants (collectively herein the "City") harmless from any and all claims, liabilities, losses, damages, suits, actions, fines, decrees and judgments including workman compensation claims, attorney fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, agents or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the City, or (ii) in the performance of the terms, conditions and covenants of this Agreement, regardless of whether the Liabilities were caused in part by the City. Any money due and owing the Company under this Agreement may be retained by the City for its protection. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (b) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City its officers, employers, agents and consultants(collectively herein the "City) representatives respectively from and against any and all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Agreement by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Agreement. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-8 Assignment of Contractual Rights

The Company shall not assign, transfer, convey or otherwise dispose of the Agreement or its right, title or interest in or to the same, or any part thereof, without the prior written consent of the City and any sureties.

E-9 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

E-10 Audit of Records

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph..
- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor

The Company represents that it is fully experienced and properly qualified to deliver the Goods provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. The Company shall act as an Independent Contractor and not as the agent of the City in performing the Agreement. The Company shall maintain complete control over its employees and all of its manufacturers, suppliers, and subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such manufacturer, supplier or subcontractor and City. Company shall perform all work in accordance with its own methods subject to compliance with the Agreement.

E-12 Use By Other Government Entities

The State of Nevada and/or any political subdivisions within the State of Nevada may be granted the privilege of joining this Agreement at the option of the Company only. In the event the Company allows another governmental entity to join this Agreement, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-13 Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E-14 Modification/Amendment

This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

E-15 Section and Paragraph Headings

The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Integration

This Agreement represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

E-17 Marketing Restrictions

The Company may not publish or sell any information from or about this Agreement without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its Goods.

E-18 Limitation of Funding

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the Goods required under this Agreement.

E-19 Changes – Fixed-Price Goods

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:
 - (i) Description of Goods to be provided.
 - (ii) Time of delivery.
 - (iii) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the City shall make an equitable adjustment in the Agreement price, the delivery schedule, or both, and shall modify the Agreement.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Agreement.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Agreement as changed.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-20 Counterpart Signatures

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following Attachments and Exhibits are hereby incorporated into this Agreement:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Sales Agreement/Specifications List		1
Attachment 2	Warranty Provisions		1

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Robert S. Sylvain 5-26-10
Deputy City Attorney Date

H & E Equipment Services, Inc.

Earl Walker Sales
Name, Title

"Company"



March 29, 2010

City of Las Vegas
Las Vegas, Nevada

SALES AGREEMENT

5 NEW TYMCO MODEL 600BAH REGENERATIVE AIR SWEEPERS

Specifications:

- 7.3 Cubic Yard Hopper
- Dust Control System 220 Gallon Capacity
- John Deere 4045 Turbocharged Diesel Auxiliary Engine
- Dual Gutter Brooms With Work Lights
- Gutter Broom Tilts Left & Right
- Auxiliary Hydraulics
- Broom Assist Pickup Head
- Dump Switch In Cab
- High Output Water System
- Hopper Deluge
- Hopper Drain
- Reverse Pick up Head System
- Dual Hopper Inspection Door
- Linear Actuator Throttle
- Abrasion Protection Package
- Leaf Pressure Bleeder
- Rubber Lined Blower
- 2010 International Chassis 4300-M7 2007 Emissions
- Dual Steering
- Dual Amber Flashing Lights
- Cab Mounted Amber Light
- Two Rear Work Lights
- Full Instruments In Cab
- Spare Tire And Wheel
- Air Conditioning
- Arrow Stick
- Am-Fm Radio
- One Year Parts Warranty
- Local Parts And Service Center
- High Capacity Dust Separator
- Pick Up Head Curtin Lifter

Investment Price: (5 X \$156,900.00 Ea.) = \$ \$ 784,500.00

Delivery: Approx. 60 To 75 Days
Sales Proposal Good For 30 days

Sales proposal is accepted in accordance to above specifications, payment terms and conditions. City of Las Vegas agrees to purchase the above quoted equipment at the price in this quote.

Respectfully,
Robert Schnerch / Eric Wallin

"Regional Strength with a Local Touch"



4129 Losce Road • North Las Vegas, NV 89030
Office: (702) 320-6500 • Fax: (702) 320-6569
www.HE-equipment.com



REGENERATIVE AIR SWEEPER WARRANTY

TYMCO REGENERATIVE AIR SWEEPERS are warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery and such period being hereinafter referred to as "warranty period". It is the sole obligation of Seller with respect to this warranty period to replace free of charge, F.O.B. Waco, Texas, any part or parts which may prove to be defective due to defective workmanship or materials within the warranty period provided no disarrangement of using unauthorized parts or changes to the machinery be made voluntarily or by incompetency, carelessness, negligence, accident, or need of attention upon the part of purchaser, agent, employees or other parties. This warranty shall not cover normal maintenance and adjustments, and the same not include nor shall Seller be liable or responsible for material for normal wear and usage for any damages by reason of loss of production, down time or loss of profits or income arising from any reason whatsoever. Seller reserves the right to change the design and construction of said sweeper when in its sole opinion any such change represents an improvement of the sweeper. All outside purchased equipment and accessories are guaranteed only to the extent that the manufacturer's guarantee may apply and are not subject to this warranty nor to any implied warranty.

This warranty is in lieu of all other warranties, expressed or implied. No person is authorized to give any other warranties or to assume any other liability on the Company's behalf unless made in writing by the Company, and no person is authorized to give any warranties or to assume any liabilities on the Seller's behalf unless made in writing by the Seller.