

Branch: Cedar Rapids, IA
Branch: Davenport, IA
Branch: East Peoria, IL
Branch: Hannibal, MO
Branch: Moberly, MO
Branch: Springfield, IL
Branch: Urbana, IL

2800 8th Street SW, Cedar Rapids, IA 52404
4712 Buckeye Street, Davenport, IA 52802
1 Capitol Drive, East Peoria, IL 61611
3520 Moberly Avenue, Hannibal, MO 63401
701 US-24, Moberly, MO 65270
4949 International Parkway, Springfield, IL 62711
1519 West Kenyon Road, Urbana, IL 61801

Ph: (319) 385-0691
Ph: (563) 324-1933
Ph: (309) 694-1234
Ph: (573) 221-8600
Ph: (880) 283-8200
Ph: (217) 528-5541
Ph: (217) 359-1671

Date: 4/10/2020

Salesman Name: MARC BIERMAN

☐ NEW ☐ RPO ☐ Conversion ☐ USED

Customer Name: VIETH CONSTRUCTION CORPORATION

Customer No: 660885

Address: 6419 NORDIC DRIVE

F.O.B. POINT: CEDAR FALLS, IOWA

City, State, Zip: CEDAR FALLS, IOWA 50613

Type of Work: 251G

Phone:

319-277-1006

Sales Contact:

TONY VIETH

Purchase Order No.

ID NO	202N015	MODEL	323-07	S/N	0RAZ20098	Sale Price
ONE NEW 2020 CATERPILLAR 323-07 NEXT GEN HYDRAULIC EXCAVATOR, CFG-2 18'8" HD REACH BOOM, 9'6" HD STICK THUMB READY, 31" HD TG TRACK, SEG. TRACK GUIDING GRDS, COMBINED FUNCTION HYDRAULIC PKG, 360 DEGREE VIS CAMERA, CAB LIGHTS, LH/RH BOOM LIGHTS, FRONT WIPER W/LOWER WIPER, RADIO/BLUETOOTH, GRADE 2D ADVANCED/ASSIST/PAYLOAD, CAB MIRROR, HD BOTTOM GUARD, HP LINES BOOM/STICK, ETHER START, REAR SUN SCREEN, RADIATOR SCREEN, QC LINES, CAT PIN GRABBER COUPLER, LASER CATCHER, 12 MONTH PREMIER WARRANTY, 60 MONTH/5,000 SMH CAT 48" GDC BUCKET W/WIDE TIPS 1.80 CUBIC YARD CAPACITY, TRIMBLE EARTHWORKS DUAL GNSS FACTORY FIT GPS KIT INSTALLED.						\$251,096.00
CATERPILLAR FINANCIAL 60 MONTHS @ 2.50% INTEREST						

Added Options:

Payment Terms:

☐ Due Upon Receipt

Total Purchase Price: \$251,096.00

☐ Caterpillar Financial Terms:

☐ Other Financial Terms:

Bill of Sale for Property Taken in Trade

(See terms and conditions row 17 for more information)

Sale Price After Trade Allowance

\$251,096.00

Year	Make	Model	Serial No	Allowance

6,000.00

Sales Tax:

\$12,554.80

Rental applied:

\$0.00

EMI Solution:

\$0.00

Payoffs:

\$0.00

Other (Doc Fee):

\$350.00

Balance Due:

\$264,000.80

Cash with Order:

\$0.00

Customer Signature:

Total Balance Payable:

\$264,000.80

WARRANTY ON EQUIPMENT EXTENDED BY SELLER

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. This warranty coverage is outlined below and indicated by the box checked.

Extended Warranties start at delivery date.

Note: Extended warranties start on Delivery Date.

☒ NEW Standard Factory Warranty

☐ Extended Warranty:

12 MONTH PREMIER/60 MONTHS/5,000 SMH POWERTRAIN

☐ USED, As Is, Where Is

☐ Note Special Agreements:

HYDRAULIC TECHNOLOGY WARRANTY

We, the Purchaser, understand that ANY warranty work is to be completed in an Altorfer facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply.

Customer Initials:

EQUIPMENT MANAGEMENT AND PRODUCT LINK

Your Machine(s) has been enrolled in the following EMB Solutions: Level 2 Package to include Product Link installed and activated, VisionLink™ access and training, reports and recommendations, and PartStore™ access (new in territory sales only). 12 Month / 500 HR Level 4 Basic CVA, that will include one (1) PM2 Kit. (Does not include air filters, oil or labor. New in territory sales only)

☒ Yes

☐ No

RENTAL PURCHASE OPTION: Seller (retains a security interest in) (or lessee) the above goods and Buyer agrees to execute a security agreement and note on the forms in current use by Seller.

Payable as Follows:

monthly payments of \$

each with first payment due on

delivery and monthly thereafter except

☐ RPO- Rental Purchase Option: 100% of PAID invoices to apply toward the purchase price. Interest during rent is charged at current prime rate + 3% on unpaid balance. Repairs and mileage incurred during rental that are not covered by warranty will be added to the sale at time of conversion.

I hereby agree to be invoiced for the purchase of this machine the latter 30 days following the last rental invoice or on _____ according to the

Rental Purchase terms:

Please Initial _____

AUTHORIZED SIGNATURES

Acceptance Recommended By Salesman:

MARC BIERMAN

Accepted this

10

day of

Apr-20

by Altorfer

Customer Signature

Title

Customer Print Name

This order is subject to the attached terms and conditions

ALTORFER**EMSolutions Level 4**New ☒Renewal ☐Date 5/4/2020 Customer No. 660885 Agreement # _____Customer Name VIETH CONSTRUCTION CORP Contact Name TONY VIETHCustomer Address 6419 NORDIC DRCity CEDAR FALLS State IA Zip Code 50613 Phone Number 319 277 1006Email Address viethconstcorp@hotmail.comAgreement Duration Agreement will be for 5000 hours or 36 months, whichever comes firstPayment Method \$ _____ Flat Fee Service ☒ Per Interval (see notes) \$ _____ Other (see notes)**Add Charges**☐ Adjust Valves @ 2000 hours \$ N/A ☐ Perform CHS Inspection \$ N/A per service☐ Cab and Engine Air Filters \$ N/A per service ☐ Coolant Flush & Fill w/ Thermostat Replaced \$ N/A**EMSolutions Level 4 - SUPPORT**☐ **Basic:** Includes Product Link installation and activation; VisionLink access and training; PartStore access; Notifications for upcoming preventative maintenance intervals, Annual Machine Inspection and the necessary filters, seals, gaskets and SOS PM kits for 250 and/or 500, 1000 and 2000 hour intervals performed by the customer.☐ **Plus:** Includes Product Link installation and activation; VisionLink access and training; PartStore access; Notifications for upcoming preventative maintenance intervals, plus: Necessary filters, seals, gaskets and SOS PM kits for all 250 and/or 500 hour intervals performed by customer. Altorfer to complete all 1000 and 2000 hour PMs, which include all parts, SOS, Visual Inspection (TA-1) and fluids required.☒ **Premium:** Includes Product Link installation and activation; VisionLink access and training; PartStore access; Notifications for upcoming preventative maintenance intervals, plus: Equipment history (includes all service reports and recommendations for maintenance, inspection and repairs). Altorfer completing all PMs at 250 or 500 hour intervals using one of our Caterpillar trained lube technicians and our lube service vehicle and includes all parts, SOS, Visual Inspection (TA-1) and fluids required.Covered Equipment Make CATERPILLAR Model 323-07 Serial No. RAZ20098 Current Hours NEW**Notes**

CONTRACT PRICING IS FOR LABOR ONLY. ALTORFER WILL PERFORM SERVICES AT 500 HOUR INTERVALS. WET FILTERS, OILS AND SOS ARE COVERED BY ALTORFER FOR THE DURATION OF THIS CONTRACT ONLY.

PM2-F (INITIAL 500 HOUR SERVICE) \$ 999.50
 PM2 (500 HOURS) \$ 727.50
 PM3 (1000 HOURS) \$ 999.50
 PM4 (2000 HOURS) \$1407.50

Last Engine Oil Change _____

Last Trans Oil Change _____

Last Hydraulic Oil Change _____

Last F/D or Diff Oil Change _____

*Includes the following PM intervals 1 - PM2-F, 5 - PM2, 3 - PM3, and 2 - PM4 for a total of up to 10 services that fall within the agreement duration.

Exclusions

- Pursuant to EPA regulations relating to spent antifreeze. The EPA classifies untested spent antifreeze as hazardous waste and therefore cannot be transported under Altorfer's Special Waste Hauling permit. Spent antifreeze, when changed, will be retained by the customer or held in a storage container on the customers job site and scheduled for pickup and manifesting by a licensed Hazardous Waste hauler. The EPA regulations also stipulate that a used oil aggregation point cannot transport used oil in quantities of more than 55 gallons. In those cases where more than 55 gallons of used oil generated, the excess will be retained by the customer or will be stored in a storage container on the customers job site and scheduled for pickup by either another Altorfer vehicle or a licensed Special Waste hauler.
- Any repair or service work performed other than the routine preventive maintenance as outlined within this agreement such as but not limited to additional services or repairs requested by the customer.
- Applicable sales tax for parts and/or labor as determined by the state within which the service is performed.
- The replacement of engine and cab air filters, Tier 4 and emission components, and engine valve adjustments. Top off fluid in excess of two (2) gallons per visit. Coolant, flush and fill. AC Service Dryer Replacement.
- Batteries, tires, radios, window glass, mirrors and lens. Cat Work Tools/GPS, rubber or steel undercarriage, replacement parts due to normal wear.
- Requests for services to be performed prior to or after normal working hours will require an add charge of \$ 149.00 per each of the total services performed. PM services are inclusive of travel. All other services will have travel charged when applicable. Additional charges will apply for services performed out of territory.
- Refund for any services not completed.

Agreement Cancellation - If customer wishes to cancel this Agreement, sell or trade the equipment covered under this Agreement, a written notice 30 days prior to cancellation, sale or trade is to be sent to Altorfer. Upon cancellation by Customer, any expenses and charges incurred by Altorfer and that have not been recovered by way of the charges set forth in the Agreement, will be due 30 days after Agreement cancellation. Either party may terminate this agreement within 30 days written notice.

Acceptance Altorfer Inc. By _____

Customer By Tony Vieth

Date _____

Date 5/11/20

EXTENDED POWER-TRAIN AND HYDRAULICS

ALTORFER EQUIPMENT PROTECTION PLAN + TECHNOLOGY

Altorfer Inc. warrants the power-train and hydraulic components listed below on your new machine to be free from mechanical breakdown due to manufacturer's defects in material and workmanship under normal use and service, from the date of original delivery until the machine has been operated for:

1) 5000 service meter hours, or 2) 60 months, whichever occurs first. 3.) Mileage Included ☐ Y ☒ N

Engine Components essential to engine operation such as the fuel pump, oil pump, water pump, turbo, etc. are covered.

Altorfer Responsibilities

This Equipment Protection Plan (EPP) is limited to repair or replacement, whichever Altorfer Inc. elects of any part which is found upon Altorfer Inc. inspection to be defective in material or workmanship, along with the labor of such new or repaired parts. **Such parts and labor will be provided without charge to the user during normal working hours at an Altorfer Inc. place of business or other establishment authorized by Altorfer Inc., but this EPP does not include any costs for transporting the machine to such place of business or establishment.** This EPP is not applicable to normal maintenance service (such as engine tune-ups) or normal replacement of service or wear items. Repairs made by Altorfer Inc. pursuant to this EPP coverage shall not extend the stated EPP period.

EXCLUSIONS (Not Limited to):

- Engine:**
 - Radiator
 - Fan
 - Drive Accessories
 - Power Takeoff
 - Electrical System
 - Air Conditioner
 - Alternator
 - Starter
 - Belts
 - Filters
 - Hoses
 - Fuel Lines
 - Oils
 - Greases
 - Drive Train:**
 - Implement Hydraulic Losses
 - Service or Parking Brakes
 - Hydraulics:**
 - Hydraulic Brake System Coupler
 - Hydraulic Activated Work tools and Attachments
- User Responsibilities**
- (1) Owner shall be responsible for giving timely notice of warrantable failure and promptly making machine available for repair.
 - (2) Owner shall be responsible for compliance with all recommendations included in the Lubrication and Maintenance Guide for the model covered.
 - (3) Owner shall make the machine available for inspection during the EPP period on reasonable notice from Altorfer Inc.
 - (4) Scheduled Oil Sampling (SOS) program is included at no charge with this EPP. Owner is required to take oil samples at intervals designated by Altorfer Inc.'s oil lab. Failure to comply could result in cancellation of EPP.
 - (5) Travel and mileage.
 - (6) Replacement parts due to normal wear.
 - (7) Applicable taxes.
 - (8) The machine may not be altered or modified in any manner which affects the mechanical operation of the machine as designed by the manufacturer.
 - (9) Altorfer Inc. shall not be obligated to make any repairs necessitated by misuse, abuse, accident, negligence or use of the machine beyond its rated capacities.

Registered Model 323-07 Serial No. OKA280098 Purchaser VIETH CONSTRUCTION INC. EPP Effective Date _____

By Altorfer Inc. Purchaser Tung Lieth / PMS

General Conditions and Limitations

Remedies under the extended EPP are expressly limited to parts and labor specifically provided. Altorfer Inc. shall in no event be liable for any other losses, damages, costs or expenses claimed by you including loss from failure of the machine to operate for any period of time, and all other direct, indirect, special, incidental, or consequential damages, including all personal injury and property damage due to alleged negligence or strict liability of Altorfer Inc. The extended EPP coverage shall not be applicable to Caterpillar Inc. Product Improvement Programs.

THE EXTENDED EPP SET FORTH ABOVE IS IN LIEU OF ALL OTHER EPPs BY ALTORFER INC. EXPRESS OR IMPLIED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALTORFER INC. MAKES NO EPP OF MERCHANTABILITY OR FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.