

EX43



Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

PURCHASER/LESSOR ("PURCHASER") NAME AND ADDRESS ("First Signer")

[Redacted Purchaser Information]

DEALER NAME AND ADDRESS

DEALER NAME		Dealer Account No.:	
Dobbs Equipment LLC			
STREET or RR			
4343 NW 77th Ave			
CITY	STATE	ZIP CODE	Date of Order:
Miami	FL	33166	5-9-2023
DEALER ORDER NO:		TRANSACTION TYPE:	
		LEASE	
PURCHASER TYPE:		MARKET USE CODE:	
V Very Large fleet (75+)		12 Land Improvement	
Add purchaser to Mailing List (Check One or More)			
☒ Construction ☒ CCE ☐ Utility ☐ Forestry ☐ Government			
PURCHASER IS:		Purchaser Acct.:	
☒ Business ☐ Individual			
☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN			
NO:			

EXTENDED WARRANTY PURCHASED:

☒ Yes
 ☐ No
 (Purchaser Initials)

LOCATION OF FIRST WORKING USE:

County Miami-Dade City Miami

STATE

FL

COUNTY CODE

JOHN DEERE PROTECTSM SERVICE PLAN PURCHASED ☐ Yes ☐ No (Purchaser Initials)

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	☒	☐	☐	☐	2023 NEW John Deere 350P-LC Excavator	7	1FF350PACPF000486	\$346,998.00
	☐	☐	☐	☐	CAB AC Radio, 13" Arm, 60" Bucket, Long			
	☐	☐	☐	☐	Undercarriage, 32" Track Shoes, Lights, JD 9 L			
	☐	☐	☐	☐	FT4 Eng w Auto Rev Fan, Severe Duty Fuel			
	☐	☐	☐	☐	Filter, And Standard Features,			
	☐	☐	☐	☐	* PT HYD 36M or 5k hrs & PM's 24M to 4k Hrs			
	☐	☐	☐	☐	* CEFI 24M Lease \$8,292.00 + tax			
(1) TOTAL CASH PRICE								\$346,998.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser agrees to sell, transfer, and convey the item(s) listed as "Trade-In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the balance due (one) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the balance due for the Equipment, plus additional charges shown hereon, on or before delivery of the Equipment added herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the balance due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.				
The Purchaser(s) and the Dealer acknowledge that this document is defined herein as a "Purchase Agreement". It serves as both a purchase agreement for the Equipment and a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order" for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.				
(2) TOTAL TRADE-IN ALLOWANCE				
(3) BALANCE (1-2)				\$346,998.00
(4) SALES TAX RATE <u>0.00</u> %				\$0.00
(5) ADDITIONAL FEES				\$0.00
(6) SUBTOTAL (3 & 4 & 5)				\$346,998.00
(7) RENTAL APPLIED				
(8) CASH WITH ORDER				
(9) BALANCE DUE (6-7 & 8)				\$346,998.00

USE OF INFORMATION/PRIVACY NOTICE (U.S.)

I understand that John Deere Construction & Forestry Company and its parent and their affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their Equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<http://www.deere.com/en/privacyanddata/privacystatement/index.jsp>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/mscom/airdiesel/indiesel.html>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. **PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT WHERE PERMITTED BY LAW. NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

TELEMATICS:

Orders of telematics devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned Purchaser(s) hereby order(s) the Equipment and/or other product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The Total Cash Price (line 1) shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product. **Signature of Purchaser**

Purchaser acknowledges the Purchaser has received a copy of the current Standard Warranty, and understands its terms and conditions (Purchaser Signature) **Signature of Dealer**

Purchaser (First Signer) **Signature of Dealer**

Purchaser (Second Signer) **Signature of Dealer**

Dealer Representative **Signature of Dealer**

Salesperson **Signature of Dealer**

DELIVERY ACKNOWLEDGEMENT

Delivered with Operator's Manual On:

Purchaser Signature **Signature of Dealer**