

QUOTATION

To:

Jefferson Parish Fleet Dept
200 Derbigny Street
Gretna, LA 70053
Attention:



Date: 4/3/2023
Quote #: TC 00141
Salesperson: Tyler Cashin

C & B Material Handling, LLC
10299 Airline Hwy
St. Rose, LA 70087

NEW DOOSAN D35C-9

Base Capacity: 7,000 lb

Standard Features

Doosan 2.4L DM02P Tier 4 Diesel Engine
Power Shift Transmission
Power Steering
Park Brake
Maintenance Free Battery
Tilt Steering Wheel
Dual Element Air Cleaner
Vertical Exhaust Muffler
Low Fuel Indicator
Ground Speed Control
Interior Tilt Cylinder Covers
Auto Shift Control
12v Aux Power and USB Port



*****Image for Reference Purposes Only*****

Options Included In This Proposal

UL Rating	UL Rated Type D
Brakes	Oil-Cooled Disc Brakes
Drive Tires	Single Drive Soft Solid 250-15
Steer Tires	Soft Solid 6.50-10
Mast	3-Stage Full Free Triple Wide View MFH 190" OAL 92" FFH 57"
Tilt Cylinders	6° Forward / 3° Back
Sideshifter	Hang-On 44" Wide - Class III
Carriage	Hook Type 44" Wide - Class III
Forks	Hook Type - Pallet - 1.8" x 5" x 47"
Load Backrest	46" Wide, 47" High
Overhead Guard	Standard Height - 86"
Display	5" Display
Hydraulic Lines	4-Way For Sideshifter and Other Attachment
Hydraulic Control Valve	4 Section with 4 Levers
Seat	Grammer Premium Suspension Seat with Armrest
Seat Belt	Seat Belt Interlock
Grab Bar	Rear Grab Bar with Horn Button
Warning Lights	Amber Strobe - Mounted Below OHG
Warning Device	Back-Up Alarm (Outside Mount)
Front Work Lights	Front Flood Lights - LED
Rear Work Lights	(1) Rear Flood Light - LED
Exhaust System	Standard Vertical Muffler
Side Panels	Standard Side Panels

Access Control
Fuel Cap
Warranty

Key Switch
Fuel Cap without Key
Doosan Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour

Cup Holder
Heated Secondary Fuel Filter
Pre-Cleaner (Exceeds OHG Mount Spec)
Rear View Mirrors - Large

Quote Price:

Quantity (1) :	\$ 42,125.71*
Grand Total:	\$ 42,125.71

TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS

Terms: Net 15 Days
This Quote does not include sales tax if applicable
FOB : Delivered
Estimated DOD : Lead Time TBD/ Factory Order

ACCEPTANCE AS CONTRACT OF SALE

Acceptance:
Jefferson Parish Fleet Dept

Authorized Dealer:
C & B Material Handling, LLC
Tyler Cashin

Authorized Signature

Equipment Sales

Date: _____

PO No.: _____

C & B Material Handling, LLC - Terms and Conditions of Sale

Applicability. These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") by C & B Material Handling, LLC ("**Seller**") to the buyer named on the reverse side of these Terms ("**Buyer**"). The accompanying quotation (the "**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

Delivery. The goods will be delivered within a commercially reasonable time after the execution of this Sales Confirmation, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Seller shall deliver the Goods to Buyer at one of Seller's stores or, if agreed to by the parties in writing, the Buyer location listed on the Sales Confirmation (the "**Delivery Point**"). Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Regardless of Delivery Point. Buyer shall be responsible for all applicable shipping and loading charges, including insurance, to complete delivery of the Goods, and shall provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

Price. Buyer shall purchase the Goods from Seller at the applicable price or prices set forth in the Sales Confirmation (the "**Prices**"). All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

Payment Terms. Buyer shall pay all invoiced amounts due to Seller upon execution of the Sales Confirmation unless otherwise agreed to in writing by the parties. Buyer shall make all payments hereunder by wire transfer, credit card or check and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 12% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under South Dakota law.

Disclaimer of Warranty and Limited Liability. EXCEPT AS TO ANY WARRANTY OFFERED BY THE MANUFACTURER, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SALE OF THE GOODS HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Miscellaneous. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of South Dakota. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of South Dakota in each case located in the City of Sioux Falls and County of Minnehaha, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to law and enforced as amended. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller.