

# CUSTOMER PURCHASE ORDER

**Western Truck  
Parts & Equipment LLC**  
Dealer #39221

825 Stillwater Road  
West Sacramento, CA 95605  
T: (800) 533-4278 | T: (916) 375-3040

Sacramento, California - Redding, California

Contact: Ken Briscoe - Phone: (916) 319-5215 - Mobile: (916) 591-2939 - Email: kbriscoe@wtpe.com

Date : 06/19/2024

Purchaser : El Dorado County - Dept. of Transportation

Seller : Western Truck Parts & Equipment

Address : 2441 Headington Rd.

Address: 825 Stillwater Road

City/State/ZIP : Placerville, CA 95667

City|State|Zip: West Sacramento, CA 95691

Phone/Contact : 5306424900

I hereby order from you, subject to all terms and conditions contained herein and the ADDITIONAL PROVISIONS printed on the last Page of this form, the following equipment for delivery on or about :

Stock#: Pending	2025 Peterbilt 567	Price:	\$240,941.00
VIN: Day CabTractor			
	2 line wet kit included		
	Cozad Ramps included		
DOC Fee:	\$84.00	Title Fee: \$25.00	License Fee:\$3,735.00
Tire Tax:	\$17.50		
		Total fees:	\$3,861.50
		Sales Tax:	\$0.00
		<b>Unit Price:</b>	<b>\$244,802.50</b>

<b>Total Price</b>	<b>\$240,941.00</b>
<b>Total Fees</b>	<b>\$126.50</b>
<b>Total FET</b>	<b>\$0.00</b>
<b>Total Licensing</b>	<b>\$3,735.00</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$244,802.50</b>
<b>TOTAL DUE:</b>	<b>\$244,802.50</b>

**Tax Rate: 0.0000%, County Code:**

Sourcewell Pricing valid for order processed to be built in 3rd Qtr 2024. 30.29/day Flooring to be added if not contracted within 21 days arriving at dealership. Estimated pricing and delivery date subject to change.

If the unpaid balance of cash price stated above is the proceeds of a time payment agreement as noted below, all items and conditions of that agreement are hereto made part of and an attachment to this order by this reference. \_\_\_\_\_

USED VEHICLES ARE SOLD "AS IS" WITH NO WARRANTY, unless otherwise certified by Seller in Writing.

If a trade-in is delivered to Dealer in a different condition than appraised, or its parts or attachments have been removed or substituted, then it shall be reappraised, and the difference in value shall be paid in cash to Dealer. Purchaser warrants that ownership, and titles of trade-ins are free and clear of all liens and encumbrances except as noted and will pay in cash to Dealer any undisclosed amounts owed. If any such cash adjustment is not paid on demand, purchaser authorizes Dealer to repossess the vehicle.

PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER, and the additional provisions printed on the last page.

Customer Acceptance

Date

WPI Manager Acceptance

Date

This order is subject to written acceptance of the Seller by a manager as indicated below. Purchaser's deposit will be refunded if not accepted, otherwise, deposit is nonrefundable.

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**ADDITIONAL PROVISIONS**

1. As used in this Order the terms (a) "Seller" shall mean the Dealer to whom this Order is addressed and who shall become a party thereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, it being understood by Purchaser and Seller that Seller is in no respect the agent of manufacture, that Seller and Purchaser are the sole parties to this order.
2. Upon full payment by or delivery to Purchaser said property shall be held and used at his risk, including expenses, loss or damage, taxes, and liabilities of any kind.
3. Purchaser agrees to complete payment and accept delivery within 72 hours after notification that said property is ready. If purchaser fails to make settlement as herein provided, seller may retain all moneys or property paid on account as liquidated damages, not to exceed the greater of: 1) actual costs incurred; 2) \$2,500; 3) or 35% of purchase price. Trade-in property shall be accounted for at the price resold, less 15% and all reconditioning handling and selling costs.
4. Purchaser agrees not to demand or expect any equipment, parts, supplies, labor service, or rebate, unless agreed to and specified in this agreement in writing.
5. Purchaser warrants the vehicle being purchased herein is to be used for business purposes only and is not to be normally used for personal, household, or family purposes.
6. Dealer shall not be liable for failure to deliver or delay in delivery due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
7. Purchaser agrees to reimburse Dealer for any and all sales, use or excise taxes imposed by law relative to the goods herein provided.
8. Purchaser agrees to accept factory ordered goods with any changes in design or materials made by the manufacturer.
9. Prices quoted for factory orders are subject to the manufacturer's price list, and in the event of a price increase Purchaser agrees to provide written notice of cancellation within five (5) days of being so advised, or accept delivery at the increased price.

**DISCLAIMER OF WARRANTY AGREEMENT**

THIS MOTOR VEHICLE IS SOLD BY THE SELLER AND PURCHASED BY PURCHASER "AS IS" WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THIS VEHICLE.

The seller does not in any way warrant the fitness of the motor vehicle for any particular use or the merchantability of the motor vehicle purchased under this contract. Whether the motor vehicle is purchased for commercial or for personal family or household use, purchaser, understands and agrees that the Seller makes no warranty whatsoever, expressed or implied, respecting the quality, characteristics, performance or condition of the motor vehicle, or any of its component parts. The Seller makes no warranty whatsoever, expressed or implied, concerning the length of time or mileage which the purchased motor vehicle will operate or travel after the date of purchase.

Purchaser expressly agrees that it is his sole responsibility to place the item(s) in a serviceable condition, to determine its safety and suitability and to determine its compliance with applicable laws and statutes.

Purchaser further agrees that the seller shall have no liability for consequential damages in the event of injury to any persons or property, or any liability for loss of use, loss of time, loss of profits or income, or any other incidental expenses arising from malfunction or defect or unfitness or deficiency of this vehicle.

\_\_\_\_\_  
**(Purchaser)**

**NEW VEHICLE WARRANTY**

The only warranty applying to this vehicle are those offered by the manufacture. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

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**(Purchaser)**