

**Heil of Texas**

5900 Wheeler St
Houston, TX 77023

QUOTATION

Quote #: 101419DP5000
Date: 10/14/2019
Expires On: 12/31/2019

Ship To

City of Deer Park

Deer Park, TX

Bill To

Houston Freightliner
9550 N Loop E Frwy
Houston, TX 77029

SALESPERSON	EMAIL		
Donald Siptak	donaidsiptak@heiloftexas.com		

QTY	PART #	PRODUCT NAME	
1		DuraPack 5000 25 Cubic Yard	

Standard Options

- 3.94 yd3 hopper
- Smooth side body construction
- Extra-duty 80,000 psi body
- Bolt-on ANSI rear riding steps
- Tailgate service props
- Remote mount cast iron roller bearing gear pump (less PTO)
- Chrome-plated cylinder rods
- Chrome-plated ejector cylinder sleeves
- Underbody mounted oil tank
- Level/temperature/sight gauge for hydraulic oil tank
- Oil suction shut-off valv
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- 140-micron suction line strainer
- Regenerative valve for fast packer and reload times
- Neutral safety switch for automatic transmissions only
- Right side buzzer controls
- Right side packer controls
- Backup alarm
- Backup and license plate light
- LED Center-mounted brake light
- LED Duplicate high and low mount stop, turn, and tail lights
- LED Mid-body turn signals
- Dual emergency stop buttons - one on each side of the tailgate
- LED FMVSS #108 clearance lights and reflectors
- ICC reflective tape
- Rear camera bracket and flood lights - reverse activated
- Body undercoating
- Customer's choice of one color finish paint
- Standard 1-year (2,000 hours of operation) warranty
- ANSI Z 245.1-1999 compliant
- Cavity coat and joint sealer

Options

	Full Factory Mount for Eject Models	
	Direct Mount Gear Pump - Not available on Mack Granite	

	Hot Shift PTO with Overspeed Protection	
	Hopper Work Light Kit - switch in cab	
	Body Side Backing Assist Light mounted front body bolster - reverse activated	
	Multi Function (SMART) LED Strobe/Turn Lamps	
	Left Hand Buzzer Kit	
	DP 5000 H.D. Contractors Package	
	Body Front Head Closure	
	Body Front Head Splash Guard	
	20 lbs Fire Extinguisher w/ Bracket	
	Tool Box Frame Mount	
	Broom and Shovel Rack	
	Mud Flaps mounted ahead of tires	
	5 Gallon Cooler and Bracket	
	Return Line Check Valve	
	Upper Panel Cover Kit	
	3rd Eye 5 Camera System	

Cost Each	\$	89,496
Extended Cost		\$89,496

Signature: _____

Effective Date: _____

Print Name: _____

Title: _____

Please sign and email to Donald Siptak at donaldsiptak@heiloftexas.com

THANK YOU FOR YOUR BUSINESS!

TERMS AND CONDITIONS

1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS unit officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

(a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

3. Delivery

(a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered. (b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer. (c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost or goods and profit.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Customer Approval to Process Order

Date

Thank you for the opportunity to earn your business!