



ATLANTA OFFICE (404) 487-0350
1642 FOREST PARKWAY
LAKE CITY, GEORGIA 30260

TIFTON, GA 4186 HWY 82 WEST TIFTON, GEORGIA 31794 (229) 396-5988
DOTHAN, AL 1923 KINSEY RD DOTHAN, ALABAMA 36303 (334) 793-9776
GOLDSBORO, NC 1504 HIGHWAY 117 S GOLDSBORO, NORTH CAROLINA (919) 734-0781
WILLIAMSTON, NC 1904 W MAIN ST WILLIAMSTON, NC 27892 (252) 792-1511
BRINSON, GA 3598 DOTHAN ROAD BRINSON, GA 39825 (229) 246-9575
MOBILE, AL 6488 RANGELINE RD THEODORE, ALABAMA 36582 (251) 443-5229
BIRMINGHAM, AL 2350 ALTON RD BIRMINGHAM, ALABAMA 35210 (205) 951-6656
CHARLOTTE, NC 14211 SLATEBROOKS DR MIDLAND, NORTH CAROLINA 28107 (704) 731-7272

QUOTATION AND INVOICING ORDER		PAGE 1 OF 2	DATE	3/6/2026
CUSTOMER NUMBER:		SHIP TO:		
BUYER / LESSEE: City of Sandersville				
ADDRESS: 124 Hospital Rd				
CITY: Sandersville STATE Ga ZIP 31082		EMAIL:		
PHONE: 478-552-3459		PHONE:		
CONTACT: Chris Walker		CONTACT:		
SALE TYPE: NEW		EQUIPMENT TYPE: NEW		TRADE-IN? NO TRADES
ASE NUMBER:		UNIT SN: AGCMC170CSC000188	ENGINE SN:	
LOADER SN:		BACKHOE SN:	UNIT HOURS:	
QTY	EQUIPMENT #	DESCRIPTION	UNIT PRICE	TOTAL
1		MF 5710 Tractor	\$98,836.00	\$98,836.00
1		100hp		
1		Cab 4wd		
1		12 x 12 Transmission with Hydraulic shuttle shift		
1		3 sets rear spool valves		
1		460/85R34 rear tires		
1		380/85R24 front tires		
1		Radio		
1		SOGA Contract Number 99999-001-SPD0000177-0016		
1		SOGA Contract Discount 27%	-\$26,685.72	-\$26,685.72
1		Freight and set up	\$5,304.00	\$5,304.00
STANDARD MFG WARRANTY *				
WITHOUT EXTENDED *				
ADDITIONAL WARRANTY				
MISC / OTHER WARRANTY				
* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE *				
** ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED **				
Reference Page 2 of This Q&I Order with The Manufacturer's Warranty T&C for Complete Warranty Details				
TRADE-IN INFORMATION			MACHINE TOTAL	\$77,454.28
YEAR	MAKE	MODEL	LESS NET TRADE	\$0.00
			SUBTOTAL	\$77,454.28
			0.000% TAX	\$0.00
			DOWNPAYMENT	\$0.00
			TOTAL AMOUNT DUE	\$77,454.28
			AMOUNT FINANCED	
			FINANCED WITH	
NET TRADE AMOUNT \$0.00				
CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL				
Lessee authorizes Atlantic & Southern to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Lessee represents and warrants that the information provided herein or in connection with this agreement, including, but not limited to, their name, residence or state of incorporation or formation, and tax identification numbers, is true and correct.				
"By signing below, Buyer/Lessee acknowledges that they have received the two pages of this document and agrees to: (1) the terms and conditions set forth on both pages of this document and any addendums attached hereto; (2) pay all applicable taxes which may be levied or assessed; and (3) pay for all damages to the equipment.				
Customer Printed Name		ASE Sales Rep Neil Skipper		
Signature & Date		Sales Dept. Approval		
Customer's Title		Credit Dept. Approval		
Purchase Order No.		Contract Number		

QUOTATION & INVOICING ORDER - ADDITIONAL TERMS & CONDITIONS

Atlantic & Southern Equipment, LLC (ASE) and the Customer named on page 1, agree that the following terms and conditions will apply to all goods and/or services sold by ASE to Customer covered by this QUOTATION. All goods and/or services are sold by ASE to Customer on the following terms and conditions:

1. **Proposals & Purchase Orders.**
 - A. The terms and conditions set forth herein can be modified or rescinded only in writing signed by ASE. No term, provision or condition stated by Customer in a purchase order or elsewhere will be binding on ASE if in conflict with, inconsistent with, or in addition to the terms and conditions stated herein. If a conflict exists in the terms of Customer's purchase order and the terms herein, the term stated herein will govern. ASE's failure to object to provisions in Customer's purchase order will not be deemed a waiver or modification of any of the terms and conditions set forth herein.
 - B. Unless expressly stated in the proposal, all prices stated in ASE's proposals are, in all events, subject to change without notice.
 - C. The designs and specifications of all goods sold are subject to change without notice and, in the event of any changes, ASE will have no obligation to make similar changes in goods that Customer previously ordered.
 - D. ASE is under no obligation to provide financing to Customer. Financing is subject to credit approval by ASE and/or other independent financing company(s).
2. **Delivery.**
 - A. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to incidental or consequential damages, and Customer waives and releases any such claim. Customer's acceptance of goods also constitutes a waiver of any claim for delay.
 - B. Notwithstanding any other provision to the contrary, ASE may, without liability, at any time withhold or terminate performance pending: (1) receipt of evidence of the authority of individuals signing on Customer's behalf; (2) investigation of Customer's credit; (3) any assurances of payment that ASE deems necessary; (4) receipt of Customer's purchase order; or (5) other documentation or information. Customer warrants that any and all documents or information that Customer provides ASE are true and accurate.
 - C. Goods may be subject to sale by ASE to third-party prior to ASE's execution of this order.
 - D. Customer will inspect the goods at the time of delivery and will notify ASE in writing of any claims or defects within two business days after delivery. Failure of Customer to give written notice of a claim within the time period above will be conclusively deemed to be a waiver of that claim and Customer will have waived any right to reject the goods or to revoke acceptance of the goods. In no event may Customer setoff payment for any rejected or revoked acceptance goods against payment due on goods excepted.
 - E. The risk of loss or damage to goods will pass to Customer when placed with a common carrier at the F.O.B. point for delivery to Customer. Insurance against loss or damage to the goods during shipment is Customer's responsibility.
 - F. Customer confirms ASE has instructed Customer in the operation, routine servicing, and safety precautions of the purchased goods.
3. **Payment.**
 - A. Customer agrees to pay for all goods purchased on delivery of the goods to Customer, unless otherwise stated in ASE's proposal or invoice for the goods purchased.
 - B. There will be no extension of or change in the time for payment due to delays in installation & operation of goods caused by damage, warranty service or warranty replacement of parts.
 - C. All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
 - D. This transaction is on F.O.B. shipping point terms. Unless otherwise specified in writing, the purchase price for goods does not include delivery, shipping, transportation, setup, and installation charges, which will be paid by Customer.
 - E. Customer will be conclusively deemed to have accepted and agree to any invoice from ASE (including but not limited to the price, quantity, quality, and a description of goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations and warranties on the invoice), unless ASE receives written objection to the invoice from Customer within five business days after the date the invoice is sent to Customer.
4. **Deposit & Cancellation.**
 - A. All sales are final and may not be revoked, canceled or returned by Customer. Unless otherwise agreed, a cancellation fee of 15 percent ("Cancellation Fee") of the Total Purchase Amount herein will be due and payable by Customer in the event that Customer cancels this QUOTATION prior to delivery.
 - B. A nonrefundable deposit of the purchase price may be required herein. In the event a deposit is paid by Customer, it will be applied towards the final purchase, or in an event of a cancellation, the nonrefundable deposit will be applied against the Cancellation Fee.
 - C. All deposits paid under this QUOTATION or any transaction related hereto, shall be nonrefundable.
 - D. In the event that the Cancellation Fee exceeds the nonrefundable deposit, Customer shall remit balance of payment at the time of cancellation. In the event that nonrefundable deposit exceeds Cancellation Fee, ASE will be under no obligation to refund customer for such balance.
 - E. Additionally, customer will pay ASE any incidental damages related to any cancellation by Customer.
5. **Warranty & Claims.**
 - A. ASE will use commercially reasonable efforts to obtain for Customer any warranty provided by the manufacturer of goods, for which customer shall acknowledge receipt in writing. ASE does not guarantee or otherwise assure performance of the manufacturer's warranty. Any claim on account of any such warranty will be made solely against the manufacturer and, notwithstanding any such claim, the purchase price will be paid on the terms set forth in ASE's proposal and invoice. If there is no warranty provided by the manufacturer, then the goods are sold "as-is where-is and without warranty".
 - B. ASE MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY.
 - C. In no event will ASE have any liability for any incidental or consequential damages arising out of or in connection with, breach of the sale or any other duty of ASE with respect to the goods, including, but not limited to, incidental or consequential damages for lost profits, lost sales or injury to persons or property.
 - D. Any production figures quoted are approximate, based on the conditions as understood by ASE but actual figures may vary substantially depending on operation conditions. Hence, no such figures are guaranteed.
 - E. Customer assumes all responsibility for use of the goods and for training the persons who will use the goods. Customer will indemnify, defend and hold ASE harmless from any claim, demand, loss, liability, damage or expense arising in anyway from use of good by Customer or its employees, agents, contractors, the signs or successors.
 - F. ASE makes no representation whatsoever with regard to whether any goods comply with the Occupational Safety and Health Act (OSHA), The Americans with Disabilities Act (ADA), or any other federal, state or local statute, law, ordinance or ruling. ASE is not responsible for any use of the goods. Customer will be responsible for safe use of all goods.
 - G. If manufacturer warranty is active, and not expired, Customer has been given a written copy of the manufacturer's warranty. Customer understands entitlement to benefits of manufacturer's warranty, as well as obligations of Customer with warranty, as detailed in the written manufacturer's warranty copy received, and in the Owners Installation/Manual and Service Record Book which Customer has also received.
 - H. It is the sole responsibility of Customer to ensure that the above instructions are passed on to all operators of the machine and that the Operators Instruction Book will be available to all operators, at all times.
6. **Term.**
 - A. This QUOTATION is effective as of the date signed by both parties and will continue in effect until cancelled by ASE in writing. Only appropriate management of ASE are authorized to execute this QUOTATION on behalf of ASE.
 - B. ASE may cancel the sale of any and all good not yet delivered, installed and paid for by Customer if: (1) Customer defaults on that or any other transaction at any time; (2) Customer defaults under this quotation at any time; (3) Customer makes any misrepresentation to ASE; (4) Customer is the subject of a proceeding under the bankruptcy laws; or (5) it appears to ASE that Customers financial condition is such that Customer will not be able to pay for the goods when payment is due.
7. **Miscellaneous.**
 - A. All notices required or permitted to be given under this QUOTATION will be in writing and will be deemed to have been properly given on the date of actual receipt by the addressee if personally delivered to the party by hand delivery, overnight courier, next day delivery guaranteed, or U.S. Mail. Each party will have the right from time to time to specify as its address for purposes of this QUOTATION any other address in the United States of America on notice of the address, similarly given, to the other party.
 - B. ASE may assign and delegate any or all of its rights and duties under this QUOTATION at any time and from time to time without Customer's consent. Customer may not assign or delegate any of its rights or duties under this quotation without the ASE's prior written consent.
 - C. If causes or conditions beyond ASE's control make it impossible or impractical for ASE to perform any sales transaction, ASE may cancel the sale by giving written notice to Customer and refunding any deposit paid by customer.
 - D. Customer waives demand, notice, protest, notice of acceptance of this QUOTATION, notice of credit extended, notice of collateral delivered or received, and all other notices.
 - E. Customer shall pay ASE for reasonable cost, fees and expenses (including attorney's fees and court costs incurred through appellate levels), incurred by ASE in the event of a controversy regarding this transaction, or in collecting monies due or to become due, or incurred in replevying the equipment as a result of Customer ordering equipment and property from ASE, or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Clayton County, GA. These terms & conditions shall be governed & construed in accordance with the laws of the State of Georgia.
 - F. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
 - G. Customer agrees to execute any further agreement (rental, lease, financing) to properly document the transaction. Customer understands that he/she has the right to review such further agreement prior to execution of this QUOTATION.
8. **Security interest.** Customer grants to ASE a continuing purchase money security interest in all goods purchase from ASE by Customer as security for the payment to ASE of the purchase price for goods sold by ASE to Customer. Customer authorizes ASE to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Customer agrees to keep all proceeds of the collateral separate and identifiable; Customer agrees not to commingle the proceeds of collateral with other assets of Customer until ASE is paid in full for that collateral. Customer agrees to execute any other documents requested by ASE in order to further evidence or perfect this security interest. Customer grants ASE & its agents the right to enter any premises on which the collateral is situated to inspect, protect, preserve, & remove the collateral and to enforce ASE's security interest in the collateral.

CUSTOMER SIGNATURE: _____ **DATE:** _____



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CHARLOTTE, NC 14211 SLATEBROOKS DR MIDLAND, NORTH CAROLINA 28107 (704) 731-7272

QUOTATION AND INVOICING ORDER				PAGE 1 OF 2	DATE	3/6/2026
CUSTOMER NUMBER:		SHIP TO:				
BUYER / LESSEE:		City Of Sandersville				
ADDRESS:		124 Hospital Drive				
CITY:		Sandersville	STATE:	Ga.	ZIP:	31082
PHONE:		478-552-3459		EMAIL:		
CONTACT:		Chris Walker		PHONE:		
SALE TYPE:		NEW	EQUIPMENT TYPE:	NEW	TRADE-IN? NO TRADES	
ASE NUMBER:		UNIT SN:	ENGINE SN:			
LOADER SN:		BACKHOE SN:	UNIT HOURS:			
QTY	EQUIPMENT #	DESCRIPTION	UNIT PRICE	TOTAL		
1		Bush Hog 317 Rotary Mower	\$8,389.00	\$8,389.00		
1		7ft. Cut				
1		Dual tail wheels				
1		Front and Rear double row chains				
1		SOGA Contract Number 99999-001-SPD0000177-0016				
1		SOGA Contract Discount 20%	-\$1,677.80	-\$1,677.80		
1		Freight and Setup	\$2,355.80	\$2,355.80		
STANDARD MFG WARRANTY *						
WITHOUT EXTENDED *						
ADDITIONAL WARRANTY						
MISC / OTHER WARRANTY						
* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE *						
** ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED **						
Reference Page 2 of This Q&I Order with The Manufacturer's Warranty T&C for Complete Warranty Details						
TRADE-IN INFORMATION			MACHINE TOTAL	\$9,067.00		
YEAR	MAKE	MODEL	SERIAL NUMBER	AMOUNT	PAY-OFF	NET
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
NET TRADE AMOUNT			\$0.00			
			LESS NET TRADE	\$0.00		
			SUBTOTAL	\$9,067.00		
			0.000% TAX	\$0.00		
			DOWNPAYMENT	\$0.00		
			TOTAL AMOUNT DUE	\$9,067.00		
			AMOUNT FINANCED			
			FINANCED WITH			
CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL						
Lessee authorizes Atlantic & Southern to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Lessee represents and warrants that the information provided herein or in connection with this agreement, including, but not limited to, their name, residence or state of incorporation or formation, and tax identification numbers, is true and correct.						
"By signing below, Buyer/Lessee acknowledges that they have received the two pages of this document and agrees to: (1) the terms and conditions set forth on both pages of this document and any addendums attached hereto; (2) pay all applicable taxes which may be levied or assessed; and (3) pay for all damages to the equipment.						
Customer Printed Name		ASE Sales Rep		Neil Skipper		
Signature & Date		Sales Dept. Approval				
Customer's Title		Credit Dept. Approval				
Purchase Order No.		Contract Number				

QUOTATION & INVOICING ORDER - *ADDITIONAL TERMS & CONDITIONS*

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 - B. Unless expressly stated in the proposal, all prices stated in ASE's proposals are, in all events, subject to change without notice.
 - C. The designs and specifications of all goods sold are subject to change without notice and, in the event of any changes, ASE will have no obligation to make similar changes in goods that Customer previously ordered.
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2. **Delivery.**
 - A. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to incidental or consequential damages, and Customer waives and releases any such claim. Customer's acceptance of goods also constitutes a waiver of any claim for delay.
 - B. Notwithstanding any other provision to the contrary, ASE may, without liability, at any time withhold or terminate performance pending: (1) receipt of evidence of the authority of individuals signing on Customer's behalf; (2) investigation of Customer's credit; (3) any assurances of payment that ASE deems necessary; (4) receipt of Customer's purchase order; or (5) other documentation or information. Customer warrants that any and all documents or information that Customer provides ASE are true and accurate.
 - C. Goods may be subject to sale by ASE to third-party prior to ASE's execution of this order.
 - D. Customer will inspect the goods at the time of delivery and will notify ASE in writing of any claims or defects within two business days after delivery. Failure of Customer to give written notice of a claim within the time period above will be conclusively deemed to be a waiver of that claim and Customer will have waived any right to reject the goods or to revoke acceptance of the goods. In no event may Customer setoff payment for any rejected or revoked acceptance goods against payment due on goods excepted.
 - E. The risk of loss or damage to goods will pass to Customer when placed with a common carrier at the F.O.B. point for delivery to Customer. Insurance against loss or damage to the goods during shipment is Customer's responsibility.
 - F. Customer confirms ASE has instructed Customer in the operation, routine servicing, and safety precautions of the purchased goods.
3. **Payment.**
 - A. Customer agrees to pay for all goods purchased on delivery of the goods to Customer, unless otherwise stated in ASE's proposal or invoice for the goods purchased.
 - B. There will be no extension of or change in the time for payment due to delays in installation & operation of goods caused by damage, warranty service or warranty replacement of parts.
 - C. All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
 - D. This transaction is on F.O.B. shipping point terms. Unless otherwise specified in writing, the purchase price for goods does not include delivery, shipping, transportation, setup, and installation charges, which will be paid by Customer.
 - E. Customer will be conclusively deemed to have accepted and agree to any invoice from ASE (including but not limited to the price, quantity, quality, and a description of goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations and warranties on the invoice), unless ASE receives written objection to the invoice from Customer within five business days after the date the invoice is sent to Customer.
4. **Deposit & Cancellation.**
 - A. All sales are final and may not be revoked, canceled or returned by Customer. Unless otherwise agreed, a cancellation fee of 15 percent ("Cancellation Fee") of the Total Purchase Amount herein will be due and payable by Customer in the event that Customer cancels this QUOTATION prior to delivery.
 - B. A nonrefundable deposit of the purchase price may be required herein. In the event a deposit is paid by Customer, it will be applied towards the final purchase, or in an event of a cancellation, the nonrefundable deposit will be applied against the Cancellation Fee.
 - C. All deposits paid under this QUOTATION or any transaction related hereto, shall be nonrefundable.
 - D. In the event that the Cancellation Fee exceeds the nonrefundable deposit, Customer shall remit balance of payment at the time of cancellation. In the event that nonrefundable deposit exceeds Cancellation Fee, ASE will be under no obligation to refund customer for such balance.
 - E. Additionally, customer will pay ASE any incidental damages related to any cancellation by Customer.
5. **Warranty & Claims.**
 - A. ASE will use commercially reasonable efforts to obtain for Customer any warranty provided by the manufacturer of goods, for which customer shall acknowledge receipt in writing. ASE does not guarantee or otherwise assure performance of the manufacturer's warranty. Any claim on account of any such warranty will be made solely against the manufacturer and, notwithstanding any such claim, the purchase price will be paid on the terms set forth in ASE's proposal and invoice. If there is no warranty provided by the manufacturer, then the goods are sold "as-is where-is and without warranty".
 - B. ASE MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY.
 - C. In no event will ASE have any liability for any incidental or consequential damages arising out of or in connection with, breach of the sale or any other duty of ASE with respect to the goods, including, but not limited to, incidental or consequential damages for lost profits, lost sales or injury to persons or property.
 - D. Any production figures quoted are approximate, based on the conditions as understood by ASE but actual figures may vary substantially depending on operation conditions. Hence, no such figures are guaranteed.
 - E. Customer assumes all responsibility for use of the goods and for training the persons who will use the goods. Customer will indemnify, defend and hold ASE harmless from any claim, demand, loss, liability, damage or expense arising in anyway from use of good by Customer or its employees, agents, contractors, the signs or successors.
 - F. ASE makes no representation whatsoever with regard to whether any goods comply with the Occupational Safety and Health Act (OSHA), The Americans with Disabilities Act (ADA), or any other federal, state or local statute, law, ordinance or ruling. ASE is not responsible for any use of the goods. Customer will be responsible for safe use of all goods.
 - G. If manufacturer warranty is active, and not expired, Customer has been given a written copy of the manufacturer's warranty. Customer understands entitlement to benefits of manufacturer's warranty, as well as obligations of Customer with warranty, as detailed in the written manufacturer's warranty copy received, and in the Owners Installation/Manual and Service Record Book which Customer has also received.
 - H. It is the sole responsibility of Customer to ensure that the above instructions are passed on to all operators of the machine and that the Operators Instruction Book will be available to all operators, at all times.
6. **Term.**
 - A. This QUOTATION is effective as of the date signed by both parties and will continue in effect until cancelled by ASE in writing. Only appropriate management of ASE are authorized to execute this QUOTATION on behalf of ASE.
 - B. ASE may cancel the sale of any and all good not yet delivered, installed and paid for by Customer if: (1) Customer defaults on that or any other transaction at any time; (2) Customer defaults under this quotation at any time; (3) Customer makes any misrepresentation to ASE; (4) Customer is the subject of a proceeding under the bankruptcy laws; or (5) it appears to ASE that Customer's financial condition is such that Customer will not be able to pay for the goods when payment is due.
7. **Miscellaneous.**
 - A. All notices required or permitted to be given under this QUOTATION will be in writing and will be deemed to have been properly given on the date of actual receipt by the addressee if personally delivered to the party by hand delivery, overnight courier, next day delivery guaranteed, or U.S. Mail. Each party will have the right from time to time to specify as its address for purposes of this QUOTATION any other address in the United States of America on notice of the address, similarly given, to the other party.
 - B. ASE may assign and delegate any or all of its rights and duties under this QUOTATION at any time and from time to time without Customer's consent. Customer may not assign or delegate any of its rights or duties under this quotation without the ASE's prior written consent.
 - C. If causes or conditions beyond ASE's control make it impossible or impractical for ASE to perform any sales transaction, ASE may cancel the sale by giving written notice to Customer and refunding any deposit paid by customer.
 - D. Customer waives demand, notice, protest, notice of acceptance of this QUOTATION, notice of credit extended, notice of collateral delivered or received, and all other notices.
 - E. Customer shall pay ASE for reasonable cost, fees and expenses (including attorney's fees and court costs incurred through appellate levels), incurred by ASE in the event of a controversy regarding this transaction, or in collecting monies due or to become due, or incurred in replevying the equipment as a result of Customer ordering equipment and property from ASE, or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Clayton County, GA. These terms & conditions shall be governed & construed in accordance with the laws of the State of Georgia.
 - F. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
 - G. Customer agrees to execute any further agreement (rental, lease, financing) to properly document the transaction. Customer understands that he/she has the right to review such further agreement prior to execution of this QUOTATION.
8. **Security interest.** Customer grants to ASE a continuing purchase money security interest in all goods purchase from ASE by Customer as security for the payment to ASE of the purchase price for goods sold by ASE to Customer. Customer authorizes ASE to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Customer agrees to keep all proceeds of the collateral separate and identifiable; Customer agrees not to commingle the proceeds of collateral with other assets of Customer until ASE is paid in full for that collateral. Customer agrees to execute any other documents requested by ASE in order to further evidence or perfect this security interest. Customer grants ASE & its agents the right to enter any premises on which the collateral is situated to inspect, protect, preserve, & remove the collateral and to enforce ASE's security interest in the collateral.

CUSTOMER SIGNATURE: _____

DATE: _____