



# SALES PROPOSAL

Provided by Best Equipment Company, Inc.

Experts in Municipal and Contractor Environmental Equipment Since 1917

Proudly Serving Indiana, Ohio, Kentucky, and Michigan

**Prepared Especially For**  
Yorktown, IN

Brady Patterson  
Street Superintendent

**Prepared By**  
Eddie Stahl  
Outside Sales Representative

Document ID	Prepared For	Prepared On	Pricing Valid Through
O - 25-0841 Q - 00003680 Please Reference Document ID Purchase Orders	Yorktown, IN	12/30/2025	14 Days

Procurement	Payment Terms	FOB
Sourcewell, Tymco: #111522-TYM - Issue PO to Tymco Inc.	Invoice	Yorktown, IN

Product	Unit Price	Quantity	Total
New Equipment <b>TYMCO 435</b> Isuzu NQR	\$241,396.00	1.00	\$241,396.00
Less Trade In <b>2006 TYMCO on Freightliner cabover chassis</b>  1FVAB6BV07DX20125	\$10,000.00	1	\$10,000.00
Subtotal			\$241,396.00
Trade Value			(\$10,000.00)
Grand Total			\$231,396.00

Agreement

Sign below to accept and agree to this sales proposal and all terms and conditions. Any changes to this agreement must be done so in writing. This agreement is binding. By signing, you agree that you are authorized to execute this contract.

Signature

Title

Date

## Notes

New equipment includes pre-delivery inspection, delivery to customer site, and basic operational and maintenance training. Standard Manufacturer's warranty applies. Warranty Statements are available upon request.

A copy of trade title, if applicable, is due at time of the agreement. Original trade title is due at delivery of purchased equipment. It is expected that the trade will be maintained until time of trade-in. There shall be no new damage, excessive mileage or hours, and shall be in the same operating condition as when trade value was given. All components and accessories of the trade, including but not limited to tires, to be included when traded in as they were part of the trade value given.

## BestCare

Need a plan to take care of your investment? BestCare is Best Equipment Company's preventative maintenance program, offering you customized plans to properly maintain and extend the life of your equipment. Email us at [bestcare@bestequipmentco.com](mailto:bestcare@bestequipmentco.com) to learn more.

## Terms and Conditions

### Quotation

This document is provided for quotation purposes only and does not constitute an invoice. Do not remit payment based on this quotation. A final invoice will be prepared and sent, reflecting the total amount due at the time of billing.

### Taxes

Applicable sales taxes are not included in this quotation unless specifically noted. Tax estimates may be provided upon request and are deemed reliable but not guaranteed. Exact taxes will be calculated and applied at the time of invoicing.

### Order Cancellation

All order cancellations must be submitted in writing and are subject to the following terms:

Inventory Units: Cancellations of in-stock units may be subject to a cancellation fee of up to 10% of the total purchase price to cover administrative, restocking, and holding costs.

Custom and Customer-Ordered Units: Orders for custom-built or factory-ordered equipment are non-cancellable once submitted to the manufacturer. If a cancellation is requested and approved, a cancellation fee of up to 25% of the total purchase price may apply, based on production status, supplier penalties, and costs incurred.

### Payment Terms

Payment is due in full upon invoicing unless alternate terms have been agreed to in writing by both the Buyer and Seller. All contractors are subject to COD (Cash on Delivery) terms unless otherwise approved in advance.

### Delivery

Delivery dates provided are estimations only and are not guaranteed. Best Equipment Company, Inc. shall not be held liable for any loss of time, revenue, or other consequential damages due to delays in delivery. Title and risk of loss transfer to the Buyer upon delivery and unloading of equipment, as acknowledged by signature on this sales proposal or delivery confirmation. Due to continued volatility in global markets and supply chain constraints lead times are subject to change.

### Unforeseen Costs and Price Adjustments

Prices quoted are based on current costs and market conditions at the time of proposal. In the event of unforeseen cost increases beyond our control—including but not limited to tariffs, surcharges, manufacturer-imposed price changes, or freight increases—Best Equipment Company, Inc. reserves the right to adjust the final purchase price accordingly. Such adjustments will be communicated in writing and applied proportionally to the affected goods or services.

### Financing

If the Buyer is seeking financing, arrangements must be secured and executed in a timely manner. Delays in securing financing may result in cancellation of the agreement or reallocation of inventory.

### Dispute Resolution

Any dispute arising from or related to the execution of this order shall first be addressed through good faith negotiations between the Parties. If such negotiations do not resolve the dispute within thirty (30) days, the Parties agree to submit the matter to mediation before a mutually selected neutral mediator. Mediation shall occur within forty-five (45) days of mediator selection. The Parties shall share equally in the cost of mediation. All rights, remedies, and defenses of the Parties are preserved should mediation prove unsuccessful. During any dispute resolution process, both Parties shall continue to perform their obligations to the extent practicable.

### Limitation of Liability

Best Equipment Company, Inc.'s liability in connection with the sale of equipment shall not exceed the purchase price of the goods. Under no circumstances shall the Seller be liable for incidental, consequential, or special damages, including lost profits or business interruption.

### Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any disputes shall be resolved in the appropriate state or federal court located within Marion County, Indiana.

### Entire Agreement

This quotation and its terms constitute the entire agreement between the Buyer and Seller regarding the goods and services described herein and supersede all prior or contemporaneous understandings, whether written or oral. Modifications must be in writing and signed by both parties.

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