

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **7th day of April, 2004**, by and between **Gulf Coast Tractor & Equipment, whose address is 3827 Land O'Lakes Blvd, Land O'Lakes, FL 34639** ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.
2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the **total sum of \$23,240.60** for the goods in accordance with the terms of this Agreement.
3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.
5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, Naples, Florida 34102. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.
6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.
7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples  
Attention: Dr. Robert E. Lee, City Manager  
735 Eighth Street South  
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

**Gulf Coast Tractor & Equipment**  
**3827 Land O'Lakes Blvd**  
**Land O'Lakes, FL 34639**  
**Attention: Kevin Hansut**

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

"SELLER":

**Gulf Coast Tractor & Equipment**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney



Gulf Coast Tractor & Equipment  
 3827 Land O' Lakes Blvd.  
 Land O' Lakes, FL 34639  
 Ph:813-995-2533 Fax:813-995-2937

Quotation



Customer

Name City of Naples Purchasing  
 Address \_\_\_\_\_  
 City Naples State FL ZIP \_\_\_\_\_  
 Phone Attn: Jean Guy

Date 3/16/2004  
 Order No. \_\_\_\_\_  
 Rep Kevin Hansut  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Kubota M4900SUD-F Utility Tractor	\$23,668.00	\$23,668.00
2	AMR8992 12.5/80 - 18 R4 Tires	\$0.00	\$0.00
2	ALR8917 16.9-24 R-4 Tires	\$0.00	\$0.00
-1	25 % Discount Per State Contract	\$5,917.00	(\$5,917.00)
1	LA1002-57 Loader	\$4,520.00	\$4,520.00
1	M1047 Bucket	\$648.00	\$648.00
1	E1133 Sunshade	\$376.00	\$376.00
-1	10 % Discount Per State Contract on Accessories	\$554.40	(\$554.40)
1	Labor Installation Canopy Loader and Bucket	\$500.00	\$500.00

**Payment Details**

SubTotal	\$23,240.60
Taxes	
<b>TOTAL</b>	<b>\$23,240.60</b>

*Kubota, New Holland Construction, Bushhog, Kawasaki Mule*

## Introduction

Thank you for purchasing a Kubota! Kubota is the premier manufacturer of compact equipment in the world. As part of our commitment to quality and reliability, Kubota Tractor Corporation provides to you, at no extra charge, comprehensive warranty coverage for your new Kubota.

Please take a few minutes to read this Warranty Information Guide. It contains all the information you will need to have your Kubota repaired in the unlikely event that a failure should occur. Please record the model, serial number, and date of purchase of each item in the space provided inside the back cover. **Note: Warranty coverage may be different for attachments or implements purchased with a tractor.**

## Warranty Start Date

The warranty coverage begins on the day that you buy your new Kubota product. This is the **REGISTRATION** date, and is on file with Kubota Tractor Corporation.

## What is a Limited Warranty?

Warranty is a written guarantee by the manufacturer of a product, promising to repair or replace parts, which have a defect in materials or workmanship. "Limited" means that the Warranty is for a specified period of time, and has certain other restrictions.

## The Kubota Limited Warranty

Kubota Tractor Corporation will, through its authorized dealers, repair or replace any parts, which are found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the warranty period. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part.

## Limitations

YOUR KUBOTA LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. KUBOTA TRACTOR CORPORATION (KTC) DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR KTC ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED WARRANTY. THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY LIMITED TO THE TERM OF THE EXPRESS WRITTEN WARRANTY. UNDER NO CIRCUMSTANCES SHALL KTC BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Customer Responsibility

It is the customer's responsibility to maintain the equipment in accordance with the instructions provided in the Operator's Manual. Kubota recommends that you keep records and receipts; you may be asked to prove that the maintenance instructions have been followed.

It is also your responsibility to operate the equipment in a safe manner, and for the use for which it was designed. If a defect in materials or workmanship occurs, it is your responsibility to cease operating the equipment until repairs are made. **Damage, which occurs from continued operation, may not be covered by this warranty.** You should contact your authorized Kubota dealer immediately so that repairs can be made in a timely manner.

## What This Warranty Covers

This warranty covers defects in materials or workmanship only.

### This Warranty Does NOT Cover Failures Caused By:

abusive operation  
 natural calamities  
 unauthorized modifications  
 unauthorized repairs  
 non-Kubota parts  
 neglected maintenance (specified in Operator's Manual)  
 unapproved attachments or usage, which is contrary to the intended purpose

### This Warranty Does Not Cover Replacement of Wear or Maintenance Items (unless defective) Including, But NOT Limited To:

clutch and brake linings	filters (air, fuel, oil)
light bulbs	window glass
lubricants & coolants (unless used during an authorized repair)	
belts	cutting blades
bucket teeth	injector nozzles
spark plugs	

### This Warranty Does Not Cover:

- Pickup or delivery of the equipment
- Rental of replacement equipment during the repair period
- Tires and tubes (covered by tire/tube mfg., see your Kubota dealer)
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Freight charges for replacement parts
- Travel time or mileage

## How To Obtain Warranty Service

To obtain warranty service under the terms and conditions of the Kubota Limited Warranty, you must deliver the product to an authorized Kubota dealer, along with proof of purchase. **Kubota recommends that you take your equipment to the dealer from whom it was purchased for the warranty repair.** If that is inconvenient, it may be taken to any authorized Kubota dealer. However, the dealer's own customers may have priority.

In those cases in which it is inconvenient to deliver the equipment to the dealer, the warranty repairs may be made by the dealer at the customer's location. **However, please note that the dealer may charge for either pickup & delivery, or for travel time and mileage. These charges are not covered under the Kubota Limited Warranty but are the customer's responsibility.**

## Transferability

If you decide to sell your Kubota, any remaining warranty coverage may be transferred to the new owner. Contact your Kubota dealer for details.

## Right To Make Changes

Kubota reserves the right to make any changes to a Kubota product at any time without incurring any obligation with respect to any product previously ordered, sold, or shipped

## Warranty Terms

The length of the warranty is not the same for all models. Some models have a specified time period only (6 months, one year, etc.) while others have both a specified time as well as an hour meter limitation. In the latter case, the limitation first occurring (date or hours) determines whether or not a product is within the warranty period.

Models that are considered mobile equipment (i.e. tractors) usually have two levels of warranty coverage. The **BASIC** warranty covers the entire unit, whereas the **POWERTRAIN** warranty covers only the driveline and engine components as specified on the following page. The **original battery** supplied by Kubota has a 12-month warranty.

Included in **POWERTRAIN** Warranty:

**Driveline:** Four wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and pumps and valves associated with driveline operation.

**Diesel Engine:** Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include fuel, electrical, cooling, intake, and exhaust components.

## Service Parts Warranty

Service parts are warranted for 90 days from date of purchase. However, if the part is installed on a unit, which has more than 90 days remaining on the original warranty, the part is warranted for that remaining time. If the part was installed by an authorized Kubota dealer, the labor to replace that part is also included. Replacement batteries have warranty periods ranging from 18 months to 36 months, on a pro-rated basis.

## Emissions Warranty

(units sold 01/01/2000 and thereafter)

A diesel engine used in a Kubota product has an extended warranty on certain emissions related components. The extended warranty is for 5 years or 3000 hours, whichever occurs first. This warranty covers engines which are rated at more than 19KW by the manufacturer. The following parts, and the labor to replace them, are included:

Fuel Injection Pump	Nozzle Assembly
Injection pipe	Inlet manifold
Fuel pipe connector	Inlet pipe
Fuel pipe assembly	Inlet pipe band
Air cleaner element*	Fuel filter element*
Turbocharger	Exhaust manifold

\*Up to first change interval specified by mfg.

This warranty covers the above items only if a defect in materials or workmanship occurs during the extended warranty period. All other restrictions described under the "Limitations" section still apply.

## Resolving Warranty Concerns

Normally, warranty concerns can be resolved by your dealer's Service Dept. If the problem is not resolved to your satisfaction, you may want to speak with either the owner or general manager of the dealership.

You may also contact the Kubota office in your region for assistance. The addresses and the area of coverage of each region are shown on the back cover. Before writing, please have the following information ready:

1. Your name, address, and phone #
2. Model # and Serial #
3. Date of purchase
4. Hour meter reading (or estimated hours)
5. Detailed description of the problem