

## **AGREEMENT FOR PURCHASE AND SALE OF GOODS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **20th day of October, 2004**, by and between **Landig Tractor Co., Inc., whose address is 6429 Causeway Blvd., Tampa, FL 33619** ("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 **an amount not-to-exceed \$34,235.55** 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, attached hereto and made a part of as Exhibit "B", 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:

**Landig Tractor Co., Inc.**  
**Attention: Drew Roemer**  
**6429 Causeway Blvd.**  
**Tampa, FL 33619**

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":

**Landig Tractor Co., Inc.**

(Corporate Seal)

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

\_\_\_\_\_  
Witness

"BUYER"

City of Naples, Florida

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

Approved as to form and legal sufficiency:

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



# Landig Tractor Co., Inc.

6429 Causeway Blvd.  
 Tampa, FL 33619  
 813-623-3673  
 FAX: 813-628-4282  
 www.landigtractor.com



TOLL FREE (800)843-6364

## STATE CONTRACT # 765-900-04-1

9/24/2004

PREPARED FOR:  
 CITY OF NAPLES, FLORIDA  
 239-213-7134  
 FAX - 239-213-3093

PREPARED BY:  
 DREW ROEMER  
 droemer@landigtractor.com  
 cell # (941)915-9945

ATTN: BILL SHELBURNE

NEW HOLLAND 62 PTO HP TN75DA TRACTOR  
 WITH STANDARD ALL-PURPOSE TIRES AND SPECIAL  
 TURF TIRE PACKAGE FOR BEACH GROOMING APPLICATION

QTY.	COMMODITY CODE	DESCRIPTION	RETAIL PRICE EACH	CONTRACT PERCENT DISCOUNT	DISCOUNT PRICE EACH	PRICE
1	765-900-376	TN75DA 4WD TRACTOR	\$39,073.00	27.11%	\$28,480.31	\$28,480.31
MODEL TN75DA W/ CAB, AIR AND SUPERSTEER AXLE (400 PACKAGE)						
1	04	16.9 X 30 REAR AG TIRES	\$2,231.00	27.11%	\$1,626.18	\$1,626.18
		11.2 X 24 FRONT AG TIRES				
1	098	SECOND/THIRD REMOTES	\$992.00	27.11%	\$723.07	\$723.07
		NON-CONTRACT OPTION:				
1		SET 18.4 X 26 REAR TURF TIRES/WHEELS	\$1,800.00	NET	\$1,800.00	\$1,800.00
		(NON-CONTRACT OPTION)				
1		SET 41-14.00 x 20 FRONT TURF TIRES/WHEELS	\$1,606.00	NET	\$1,606.00	\$1,606.00
		(NON-CONTRACT OPTION)				
AVAILABILITY 30-45 DAYS A/R/O						
						<b>TOTAL - \$34,235.65</b>

PRICE INCLUDES ALL STANDARD EQUIPMENT AND BACKUP ALARM PER CONTRACT



WARRANTY AND LIMITATION OF LIABILITY AGREEMENT - AGRICULTURAL PRODUCTS

CNH AMERICA LLC AND CNH CANADA, LTD.

COVERAGE PROVIDED

CNH America LLC or CNH Canada, Ltd., hereinafter called "Company" or "New Holland" warrants to the retail purchaser of each new Product (as listed below) that the Selling Dealer or authorized New Holland dealer will repair or replace any part thereof found to be defective in materials or workmanship within the following periods. This warranty is for the benefit of the original or subsequent purchaser.

BASIC WARRANTY

Table with 2 columns: Product and Warranty Period (whichever comes first). Rows include Harvesting, Materials Handling Equipment, 2300 Series Windrower Header, Self Propelled Forage Harvester, Compact Tractor, Agricultural and Compact Tractors, Sprayers, and Replacement Parts.

\*Certain vendor warranty items such as engines, transmissions, tires, etc., shall be warranted by their respective manufacturer.

\*\*The components covered by extended Power Train warranty consists of the following:

\*\*\* Effective Jan. 1 2003

ENGINE - All internal lubricated parts, cylinder block, cylinder head, oil pan, oil pump, seals & gaskets, head gasket, fuel injection pump and lines, turbocharger unit (factory installed), timing gear cover, timing gears, and valve cover.

TRANSMISSION - Transmission case and all internal lubricated parts, torque converter, auxiliary drive axle transfer case, seals and gaskets

MAIN DRIVE AXLE(S) - Center & drive axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housing and all internal lubricated parts, auxiliary drive axle transfer case, PTO-clutch, internal shafts and bearings, seals and gaskets.

AUXILIARY DRIVE AXLE - Axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housing and all internal lubricated parts, seals and gaskets, drive shaft and universal joints.

LIMITATIONS, INCLUDING DISCLAIMER OF IMPLIED WARRANTIES AND CONSEQUENTIAL DAMAGES

New Holland does not authorize any person or dealer to create for it any other obligation or liability in connection with these products. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THIS PRODUCT IS LIMITED TO THE STATED DURATION OF THIS WRITTEN WARRANTY. NEITHER COMPANY NOR THE SELLING DEALER SHALL BE LIABLE FOR LOSS OF THE USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES.

The remedy of repair or replacement of a defective part during the warranty period herein specified shall be the purchaser's exclusive remedy. This warranty does not cover delivery charges or travel time.

PROTECTIVE EQUIPMENT

Rollover protective structure (ROPS) and seat belts are provided as standard equipment on all New Holland agricultural tractors and we strongly recommend their use. Customers who elect to remove or not use this protection do so at their own risk.

- I acknowledge the existence of OSHA regulations pertaining to ROPS/FOPS
The correct Operator's Manual has been furnished to me.
The correct Operator's Manual has been reviewed with me by the selling dealer and will be furnished to me upon delivery of the product.
Safety precautions were explained to me by the selling dealer.
Safety features of the product were explained to me by the selling dealer.
The dealer has reviewed any applicable Federal Emissions Warranty and I understand its provisions.

ACKNOWLEDGMENT (check one)

Owner Transfer New Equipment Sale

APPLICATION (check one)

Scraper Non-Scraper

The blank spaces under "Protective Equipment" have been filled in and are correct, and I acknowledge that I have read and I accept this Warranty and Limitation of Liability Agreement.

Form fields for Purchaser, Dealer, Address, City, State, Zip, Model, Serial No., Retail Date, Attachment Model, SN, Date, Signature.

220191 REV. 1/04

Additional details on back

PRINTED IN USA

White & Canary-Mail to: CNH Warranty 12623 Newburgh Road Livonia MI 48150

Pink-PURCHASER Goldenrod-DEALER