

Terms and Conditions

Bill of Sale

A binding contract is formed by the signing of the Bill of Sale by Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, ("Purchaser") or Purchaser's representative and Seller or Seller's representative. The Bill of Sale is a binding Contract and will be honored by all parties; cancellation of the Bill of Sale must be received by CIT Trucks within 24 hours in writing. Acceptance of Buyer's request to modify the Bill of Sale shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require covering incurred costs to recover partial or full payment due on Contract.

REAPPRAISAL OF TRADED-IN VEHICLE:

If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Buyer hereunder and such vehicle is not delivered to Dealer until delivery to Buyer of the vehicle purchased by Buyer, such traded-in vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the vehicle. If such reappraised value is lower than the original allowance shown on the face of the Bill of Sale Agreement. Buyer may, amend this Purchase Agreement reflecting the current Trade-in value. Buyer at this time will offer to make the repairs of said equipment or have CIT Trucks make the repairs to bring the equipment to the original Trade-in value. CIT Trucks will provide Buyer with a detailed estimate prior to any repairs being made.

Deposit and Payment

A deposit may be required at the time of signing of your Bill of Sale, to either begin or hold your purchase. The deposit amount is stipulated at the time of sale and will appear on your Bill of Sale. Any deposit monies will be forfeited on cancellation of the Bill of Sale. Full payment is required prior to shipping of the equipment.

Warranty

Manufacturer's warranty only applies to new, un-altered components only of this sale. Seller or Seller's Representative, Linea-Precision LLC will help Buyer with warranty issues that may arise out of sale of components. Extended warranty packages will be offered on the new chassis at the time of sale. There is no warranty for damage caused by accident, abuse, misapplication or improper installation, contamination, or any tampering, repair, or alteration performed by anyone other than the Seller, then Seller shall at its sole discretion either repair, replace or credit the Buyer for such defective product. No other warranties are implied or expressed. The term "AS IS" means NO written or implied warranty on equipment being sold. The forgoing warranty constitutes Seller's exclusive liability, and the exclusive remedy of the Buyer, for any breach of warranty or other nonconformity of the products covered hereunder. This warranty is exclusive, and in Lieu of all other warranties, expressed, implied or statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose, which are hereby expressly disclaimed. No representative of Seller has any authority to change or extend the provisions of this warranty in any manner whatsoever.

Product Warning

Due to the wide variety of operating conditions and applications for Seller's products, the Buyer, through its own evaluation, is solely responsible for final selection of product and assuring that all performance and safety requirements of the specific application (including physical and chemical compatibility) are met.

Limitation of Liability

Seller's liability shall be limited exclusively to repairing or replacing any product found by Seller or Manufacturer to be defective, or at Seller's option, to credit Buyer the purchase price of the product. In no event shall Seller be liable for any direct, special, incidental, or consequential damages, including, but not limited to loss of profits, loss of use of system or equipment, costs for product replacement, down-time costs, or claims of Buyer, regardless of whether any claim is based on contract, negligence, strict liability, tort, warranty or any other basis. Seller and its representatives will furnish, upon request, data and engineering services relating to the application or use of its products. Seller will not be responsible and does not assume liability whatsoever for damages of any kind sustained either directly or indirectly by any person in the adaption or use of such data or engineering services in whole or in part. No representative of Seller has any authority to change or extend the provisions of this limitation of liability in any manner whatsoever. Buyer agrees to limitation of liability terms stated herein to the extent permitted by the Constitution and laws of the State of Texas.

State Contracting Language:

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the Seller or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Seller agrees that any payments owing to Seller under this Agreement may be applied directly toward certain debts or delinquencies that Seller owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: "Under Section 2155.004, Texas Government Code, the Seller certifies that the individual or business entity named in this bid

or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Public Information. Seller acknowledges that Buyer is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Buyer's written request, Seller will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Buyer in a non-proprietary format acceptable to Buyer. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Buyer has a right of access. Seller acknowledges that Buyer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Buyer shall be in Brazos County, Texas.

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Buyer and Seller to attempt to resolve any claim for breach of contract made by Seller that cannot be resolved in the ordinary course of business. Seller shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine Seller's claim and any counterclaim and negotiate with Seller in an effort to resolve the claim.

Franchise Tax Certification. If Seller is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Seller certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Seller is exempt from the payment of franchise (margin) taxes.

Products and Materials Produced in Texas. Seller agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Seller will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

Loss of Funding. Performance by Buyer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Buyer will issue written notice to Seller and Buyer may terminate this Agreement without further duty or obligation hereunder. Seller acknowledges that appropriation of funds is beyond the control of Buyer.

Prompt Payment Act. Payment from Buyer will be due thirty (30) days from the date Buyer receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

State Auditor's Office. Seller understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Seller agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Seller will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Seller expressly acknowledges that Buyer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Buyer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Seller Certification regarding Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, Seller certifies Seller (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Seller acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Seller Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Seller certifies Seller (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Seller acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Conflict of Interest. By executing and/or accepting this Agreement, Seller and each person signing on behalf of Seller certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Buyer or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Buyer and Seller can change their respective notice address by sending to the other party a notice of the new address.

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Buyer: Address: 165 Asbury St
College Station, TX 77843

Attention: Casey Smith
Phone: (979) 458-2187

E-mail: caseysmith@tamu.edu

Seller: CIT Trucks, LLC Address: 200 W Northtown Rd
Normal, IL 61761

Attention: Dustin Neeley
Phone: (800)322-5017
Fax: (309)454-5882
E-mail: dneeley@cittrucks.com

CIT Trucks

By signing I agree to the Terms and Conditions of this purchase. _____ Title _____ Date 8/21/19

Texas A&M University
ROBERT C. BOUNDS
DIRECTOR, PROCUREMENT SERVICES
Name _____ Title _____ Date 26 Aug 2019