

**TO:** Mayor and City Council

**FROM:** Jed Petersen, Public Works Director

**SUBJECT:** Western Star Snow Plow for 2026

**MEETING DATE:** Tuesday, August 05, 2025

## **BACKGROUND**

This memo is to request approval to move forward with the planned purchase of a new snow plow truck to replace the City's 2002 Sterling plow truck. As part of our fleet replacement schedule, this is a planned purchase slated for 2026. However, to ensure timely delivery and installation, we are requesting approval to preorder the cab and chassis now.

### **Vehicle and Purchase Details:**

- **Cab and Chassis:**  
The new truck will be a 2026 Western Star cab and chassis, to be purchased through **Boyer Ford Trucks, Inc.**, who holds the **Minnesota state bid contract** for this vehicle.
  - **Cost:** \$132,112.00
- **Plow and Truck Upfitting:**  
Upon delivery, the chassis will be sent to **J-CRAFT/TBEI** for installation of the plow, dump body, hydraulics, and related components.
  - **Cost:** \$164,969.00
- **Total Estimated Cost:** \$297,081.00

Preordering the chassis now ensures the vehicle will be built and delivered on schedule in 2026. Timely ordering is necessary due to long manufacturing lead times for heavy-duty trucks.

### **REQUESTED COUNCIL ACTION**

I respectfully request a motion and approval for the purchase of the 2026 Western Star cab and chassis from Boyer Ford Trucks, Inc. for \$132,112.00, and the subsequent upfitting at J-CRAFT/TBEI for \$164,969.00.

# Single Axle Cab & Chassis

## Exhibit D: Price Schedule

VENDOR NAME **BOYER TRUCKS**MAKE AND MODEL **WESTERN STAR 47X**

This section for use when ordering

WB	179"
CA	97.2"
AF	64"
Rear Ratio	5.38
Cab Color	Silver
Wheel Color	Aluminum
Notes	

<b>Grand Total</b>	<b>\$ 132,112.11</b>
Steel/Alum Tariff	\$ 3,000.00
<b>Total</b>	<b>\$ 135,112.11</b>
Plus tax, title, & license	

City of Cannon Falls

Code	Spec #	Description	Qty	2024 Price	Subtotal
	<b>1.0</b>	<b>Price for base unit:</b>	<b>1</b>	<b>\$ 98,594.00</b>	<b>\$ 98,594.00</b>
	<b>2.0</b>	<b>FRAME OPTIONS</b>			
556-997	2.3	Deduct for no front bumper	1	\$ (365.00)	\$ (365.00)
551-034	2.4	Frame fastener option (bolt)	1	\$ 267.00	\$ 267.00
549-002	2.98	24 INCH INTEGRAL FRONT FRAME EXTENSION	1	\$ 110.00	\$ 110.00
561-001	2.111	STANDARD CROSSMEMBER BACK OF TRANSMISSION	1	\$ 147.00	\$ 147.00
562-001	2.113	STANDARD MIDSHIP #1 CROSSMEMBER(S)	1	\$ 56.00	\$ 56.00
572-078	2.122	HEAVY DUTY REAR C-CHANNEL CROSSMEMBER, NON-TOWING	1	\$ 5.00	\$ 5.00
568-001	2.130	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER	1	\$ 273.00	\$ 273.00
025-003	2.138	POLISHED ALUMINUM DIAMOND PLATE WST EQUIPMENT COVERS	1	\$ 272.00	\$ 272.00
6CF-001	2.140	1 MID CHASSIS COMPONENT LOCATION REQUEST	1	\$ 117.00	\$ 117.00
924-007	2.244	LEFT HAND SIDE HEAVY DUTY BRACKETS REQUIRED	1	\$ 12.00	\$ 12.00
928-007	2.252	RIGHT HAND SIDE HEAVY DUTY BRACKETS REQUIRED	1	\$ 12.00	\$ 12.00
	<b>3.0</b>	<b>FRONT AXLE/SUSPENSION/BRAKE/OPTION</b>			
410-001	3.8	Heavy duty front axle shocks	1	\$ 122.00	\$ 122.00
536-104	3.14	Dual front auxiliary steering gear	1	\$ 905.00	\$ 905.00
400-1BA	3.25	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1	\$ 925.00	\$ 925.00
620-005	3.38	18,000# FLAT LEAF FRONT SUSPENSION	1	\$ 156.00	\$ 156.00
402-030	3.49	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	1	\$ 210.00	\$ 210.00
419-023	3.60	CONMET CAST IRON FRONT BRAKE DRUMS	1	\$ 37.00	\$ 37.00
405-003	3.68	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS	1	\$ 33.00	\$ 33.00
534-003	3.75	4 QUART POWER STEERING RESERVOIR	1	\$ 25.00	\$ 25.00
533-001	3.76	OIL/AIR POWER STEERING COOLER	1	\$ 58.00	\$ 58.00
418-060	3.81	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	1	\$ 300.00	\$ 300.00
	<b>4.0</b>	<b>4.0 SINGLE REAR AXLE/SUSPENSION/BRAKE/OPTIONS</b>			
420-051	4.31	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE	1	\$ 86.00	\$ 86.00
622-003	4.41	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	1	\$ 95.00	\$ 95.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
386-073	4.83	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	1	\$ 6.00	\$ 6.00
452-001	4.96	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE	1	\$ 431.00	\$ 431.00
878-018	4.97	DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE	1	\$ 5.00	\$ 5.00
87B-008	4.98	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH	1	\$ 5.00	\$ 5.00
423-020	4.106	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	1	\$ 5.00	\$ 5.00
451-023	4.121	CONMET CAST IRON REAR BRAKE DRUMS	1	\$ 32.00	\$ 32.00
428-003	4.131	HALDEX AUTOMATIC REAR SLACK ADJUSTERS	1	\$ 28.00	\$ 28.00
<b>6.0 TIRES/RIMS OPTIONS:</b>					
498-011	6.1	Nylon wafers or wheel guards on all wheels (6 ea.)	1	\$ 19.00	\$ 19.00
093-1RJ	6.60	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	1	\$ 521.00	\$ 521.00
502-355	6.93	ACCURIDE 41012 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	1	\$ 280.00	\$ 280.00
524-036	6.109	POLISHED BOTH SIDES FRONT WHEELS WITH ACCU-SHIELD FINISH	1	\$ 147.00	\$ 147.00
MC	6.117	FRONT TIRE SURCHARGE - MICHELIN	1	\$ 130.00	\$ 130.00
094-0GP	6.135	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES	1	\$ 486.00	\$ 486.00
MC	6.178	PREMIUM REAR TIRES	1	\$ 1,407.00	\$ 1,407.00
MC	6.182	REAR TIRE SURCHARGE - MICHELIN	1	\$ 260.00	\$ 260.00
505-593	6.207	ACCURIDE 40008 22.5X8.25 10-HUB PILOT 10-HAND HD ALUMINUM DISC REAR WHEELS	1	\$ 413.00	\$ 413.00
525-007	6.234	POLISHED REAR WHEELS; BOTH SIDES OF OUTER WHEELS ONLY	1	\$ 63.00	\$ 63.00
<b>7.0 BRAKE SYSTEM OPTIONS:</b>					
477-006	7.4	Auto drain valves on air tanks	1	\$ 58.00	\$ 58.00
490-1AU	7.9	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH	1	\$ 5.00	\$ 5.00
<b>8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:</b>					
101-3BU	8.51	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	1	\$ 5,600.00	\$ 5,600.00
016-1E2	8.75	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	1	\$ 1,060.00	\$ 1,060.00
28F-015	8.77	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH	1	\$ 12.00	\$ 12.00
23Z-007	8.105	POLISHED ALUMINUM DIAMOND PLATE WST DIESEL EXHAUST FLUID TANK COVER	1	\$ 14.00	\$ 14.00
204-195	8.147	60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	1	\$ 171.00	\$ 171.00
212-011	8.191	FUEL TANK(S) FORWARD - RAISED MOUNTING	1	\$ 123.00	\$ 123.00
<b>9.0 ENGINE RELATED OPTIONS:</b>					
014-112	9.40	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER, PASSIVE PRECLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR	1	\$ 544.00	\$ 544.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
124-1D7	9.45	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	1	\$ 11.00	\$ 11.00
292-222	9.53	3 DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES	1	\$ 509.00	\$ 509.00
290-1AC	9.65	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB	1	\$ 5.00	\$ 5.00
128-032	9.96	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	1	\$ 1,354.00	\$ 1,354.00
273-059	9.99	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE	1	\$ 144.00	\$ 144.00
138-011	9.134	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	1	\$ 12.00	\$ 12.00
166-002	9.141	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER	1	\$ 18.00	\$ 18.00
140-022	9.143	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR	1	\$ 47.00	\$ 47.00
<b>10.0 TRANSMISSION OPTIONS:</b>					
35T-001	10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ -	\$ -
342-582	10.8	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	1	\$ 4,049.00	\$ 4,049.00
84N-011	10.59	NEUTRAL AT STOP ENABLED	1	\$ 247.00	\$ 247.00
363-001	10.170	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON	1	\$ 56.00	\$ 56.00
345-003	10.186	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED	1	\$ 170.00	\$ 170.00
<b>11.0 ELECTRICAL OPTIONS:</b>					
295-029	11.6	Remote jump start terminals	1	\$ 69.00	\$ 69.00
721-001	11.7	Back up alarm (Preco Factory Model)	1	\$ 20.00	\$ 20.00
311-001	11.8	OEM daytime running lights	1	\$ -	\$ -
314-824	11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 95.00	\$ 95.00
339-005	11.22	AUXILIARY POWER DISTRIBUTION MODULE FOR TEM USE, AUXILIARY EVAULT MOUNTED, FUSE PROTECTED	1	\$ 114.00	\$ 114.00
148-072	11.25	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS	1	\$ 79.00	\$ 79.00
35M-011	11.32	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	1	\$ 102.00	\$ 102.00
6TS-005	11.35	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL	1	\$ 5.00	\$ 5.00
329-129	11.67	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT	1	\$ 97.00	\$ 97.00
4C1-025	11.79	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER	1	\$ 9.00	\$ 9.00
4C2-011	11.88	HARDWIRE SWITCH #2, ON/OFF LATCHING, 30 AMPS IGNITION POWER	1	\$ 18.00	\$ 18.00
4C3-017	11.98	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER	1	\$ 9.00	\$ 9.00
4C4-016	11.102	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER	1	\$ 9.00	\$ 9.00
48H-002	11.107	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS	1	\$ 56.00	\$ 56.00
4CH-004	11.128	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS	1	\$ 57.00	\$ 57.00
48C-002	11.135	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS	1	\$ 23.00	\$ 23.00
33M-001	11.190	AUXILIARY POWER NET DISTRIBUTION BLOCK FOR BODY BUILDER USE	1	\$ 208.00	\$ 208.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
293-058	11.191	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	1	\$ 153.00	\$ 153.00
353-074	11.195	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS	1	\$ 73.00	\$ 73.00
34C-011	11.198	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR	1	\$ 49.00	\$ 49.00
<b>12.0 CAB EXTERIOR OPTIONS:</b>					
727-012	12.3	Dual rectangular air horns	1	\$ 140.00	\$ 140.00
74B-114	12.4	Fender mirrors per Spec 12.4	1	\$ 156.00	\$ 156.00
754-017	12.21	Front fender extensions	1	\$ 68.00	\$ 68.00
82A-028	12.36	STAINLESS STEEL CAB ACCENT MOLDING	1	\$ 97.00	\$ 97.00
678-066	12.42	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES	1	\$ 107.00	\$ 107.00
327-028	12.59	SWITCH, INDICATOR LIGHT, WIRING AND 6 FEET OF ADDITIONAL CABLE BACK OF CAB/SLEEPER FOR (2) CUSTOMER FURNISHED BEACONS, FOR ROOF LH/RH BACK OF CAB MOUNTING	1	\$ 42.00	\$ 42.00
302-073	12.73	VISOR MOUNTED LED MARKER LIGHTS	1	\$ 5.00	\$ 5.00
294-1AY	12.87	INTEGRAL LED STOP/TAILOUT/BACKUP LIGHTS	1	\$ 16.00	\$ 16.00
677-100	12.139	POLISHED ALUMINUM DIAMOND PLATE WST AFTERTREATMENT SYSTEM COVER	1	\$ 196.00	\$ 196.00
764-020	12.156	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	1	\$ 316.00	\$ 316.00
663-038	12.165	1-PIECE ROPED-IN TUFGLASS HEATED WINDSHIELD	1	\$ 825.00	\$ 825.00
659-016	12.167	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL	1	\$ 166.00	\$ 166.00
<b>13.0 CAB INTERIOR OPTIONS:</b>					
198-003	13.9	Dash mounted air cleaner air restriction gauge	1	\$ 15.00	\$ 15.00
532-002	13.16	Tilt & telescope steering wheel	1	\$ -	\$ -
707-1C4	13.22	CHARCOAL BLACK VINYL UP LEVEL INTERIOR	1	\$ 109.00	\$ 109.00
70K-017	13.24	CARBON WITH PREMIUM TEAK ACCENT	1	\$ 51.00	\$ 51.00
772-035	13.26	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION	1	\$ 74.00	\$ 74.00
785-033	13.33	1 DUAL USB CHARGING OUTLET, (1) LIGHTER OUTLET AND ASH TRAY	1	\$ 18.00	\$ 18.00
720-025	13.53	5 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF DRIVER SEAT	1	\$ 35.00	\$ 35.00
170-045	13.65	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY	1	\$ 11.00	\$ 11.00
739-034	13.69	PREMIUM INSULATION	1	\$ 425.00	\$ 425.00
324-1B2	13.72	PREMIUM LED CAB LIGHTING	1	\$ 76.00	\$ 76.00
78G-003	13.75	KEY QUANTITY OF 3	1	\$ 5.00	\$ 5.00
64C-002	13.80	BRIGHT DOOR HANDLES	1	\$ 6.00	\$ 6.00
722-028	13.97	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	1	\$ 14.00	\$ 14.00
540-070	13.99	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS	1	\$ 76.00	\$ 76.00
870-002	13.109	BRIGHT ARGENT FINISH GAUGE BEZELS	1	\$ 17.00	\$ 17.00
372-123	13.139	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE	1	\$ 11.00	\$ 11.00
748-045	13.193	UNIDEN BEARCAT 880 FACTORY INSTALLED CB RADIO WITH 10 CHANNEL WEATHERBAND	1	\$ 129.00	\$ 129.00
749-001	13.194	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION	1	\$ 5.00	\$ 5.00
751-001	13.198	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO	1	\$ 6.00	\$ 6.00

Code	Spec #	Description	Qty	2024 Price	Subtotal
752-004	13.199	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD	1	\$ 12.00	\$ 12.00
75W-001	13.203	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS	1	\$ 44.00	\$ 44.00
81Y-005	13.217	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY	1	\$ 7.00	\$ 7.00
842-006	13.227	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY	1	\$ 5.00	\$ 5.00
756-1J6	13.240	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	1	\$ 14.00	\$ 14.00
760-294	13.245	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT	1	\$ 402.00	\$ 402.00
759-007	13.257	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	1	\$ 38.00	\$ 38.00
758-135	13.264	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO	1	\$ 41.00	\$ 41.00
761-138	13.275	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO	1	\$ 5.00	\$ 5.00
763-1AA	13.286	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS	1	\$ 12.00	\$ 12.00

**14.0 MN/DOT OPTIONS:****15.0 TRAILER TOW OPTIONS:****16.0 MANUALS / INTEREST FEE:****17.0 Delivery Charges:****18.0 Maintenance /Body Shop Repair Rate****19.0 Quantity Discounts:****20.0 Next Model Year Upcharges**

Enter the following Production Model Year here &gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;

20.1	Percentage Upcharge for the following Model Year Base Unit	1	2026	\$ 4,831.11
20.2	Percentage Upcharge for the following Model Year Options	1	4.90%	\$ 1,340.00

20.3

20.4

1	Total Cost:	\$ 132,112.11
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Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis  
PROUDLY MADE IN THE USA

# Quote Response Form

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52182 Ember Road  
Lake Crystal MN 56055  
507-726-2728

**End User:**

**Customer:** 101208

TONY HAAN  
CANNON FALLS, CITY OF  
918 RIVER ROAD  
CANNON FALLS MN 55009-1447  
USA

**Phone:** 507-291-0457

**Fax:** 507-263-5843

**Taken By:** Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00140874	Net 30 Days.	8/28/2023	9/27/2023	BROOKS NEAGLE	

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00		MAB ULTRA-SSR-1006-LR27-CANNON FALLS-INS	29,181.00	29,181.00
	2578480				

\*\*REF: 2337072 - SAME BODY - NO TARP MOUNTS, NO WALKRAILS, NEEDS LEFT FRONT CAMERA MOUNT UNDER BOX TOP RAIL AND HOLE IN FRONT\*\*  
LCC3367

1.0 Box Make and Model J-CRAFT - ULTRA-SSR Stainless Steel

List Truck Type Box Fits Single Axle

Box Style Elliptical, Crossmemberless

Width & Length of Box 96" wide O.D.

Side Panel Description 7 GA 201 Stainless steel construction, 18" lower radius, fully boxed top rails, without board pockets, with inverted box top rails dirt shedding.

Front Panel Description 7 GA 201 STAINLESS STEEL construction, reinforced top lip, with reinforcing at 1/3 points.

Floor Description 1/4" thick Hardox Material, approx 95" wide.

Corner Post Description 7 ga 201 STAINLESS steel, full depth, located at rear of body. 1/4" SS Rear Apron and latching hardware

Under Structure Description Structural I-BEAM longsills (no crossmembers)

Tailgate Description 3/16" AR Inner panel 7 ga 201 Outer STAINLESS steel construction. 1-1/4" dia top & bottom pins, Airtrip linkage standard.

Hinge Description Upper gate hinges constructed of 1" thick steel, supported by dual 1/2" ears.

Description of Peripheral Items (Lights, Access Steps, etc.) FMVSS-108 approved (rubber grommet mounted) L.E.D. clearance lights, wiring harness, and L.E.D. cluster of 3 included. Airtrip tailgate linkage, Rear mudflaps included.

Is Installation included in price? Yes ☒ or No ☐

Is Box Painted? Yes ☒ or No ☐

Warranty Information 24 Months from "in service" date

Includes:

Left Corner Piller Camera Mount with Wire Hole in Pillar

Left Front Corner Camera Mount Under Box Top Rail with Wire hole in Front Panel

CAMERA-REAR-COVER-SS-12GA - PROTECTIVE CAMERA COVER (2412985) (x2)

1.009 - 10'6"106ULTRASSR-LR27-46-36-36

1.1 - Air operated tailgate latch

1.2 - Box Vibrator - Cougar DC 3200

1.7 - Installation of Body

1.8 - Installation of Air Trip





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# Quote Response Form

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1.9 - Installation of Vibrator  
1.11 - J-Craft Z-Coat/Rock Guard Understructure Single Axle Body  
1.012 - Interior Step, Installed (1 ea) (Stainless) - Left Front  
1.015 - Grab Handle, installed (1 ea) (Stainless) - Left Front Gusset  
1.104 - Fold-A-Way Access ladder (STAINLESS STEEL) (1 ea) - Left Front  
1.053 - Dual "split" sander manifolds in rear corner posts (x2)  
Two Left Side for Spinner / Two Right Side for Auger  
Four in Right Side Filler Plate for Rear Wing Lift and Pushbeam  
Speed Sensor Hole in Right Dide  
1.077 - Cabshield, 1/2 type Stationary Free-Standing style, w/plain stainless steel canopy, shovel holders, & mounts for cabshield mounted reservoir, Installed.  
1.264 - Frame Paint Black after Equipments Installed  
Hoist  
2.0 Box Hoist Make and Model RUGBY LR-27

Class & type NTEA class 50, Type I underbody

Rated capacity 14.1 ton - 10' body 12.7 ton - 11' body

Maximum PSI operating pressure 2450 PSI

Cylinder bore & stroke 7" dia x 20" Stroke

Piston rod diameter & description 2" dia Hard Chrome Plated

Sub-frame construction Hinge point constructed of 5"angle, with 1" pin supports, 3-1/2"solid block hinges, & 2" dia pins (greasable), and 2 safety props included.

Is installation included in price? Yes\_\_X\_\_ or No\_\_\_\_

Warranty Info 24 Months from "in service" date

Includes:

2.1 - Rugby LR27 Hoist

2.2 - Installation Price Include all Parts & Labor

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EA	1.00	BODY UP SWITCH(SWITCH ONLY)-INS	289.00	289.00
	2303635			

-

2.3 - Body "UP" Switch for Free Standing Cabshield Stand Units

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EA	1.00	WHELEN-DOT3410D SYSTEM W/TIR3 -INST	4,811.00	4,811.00
	1817152			

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1.114 - WHELEN PACKAGE /J-CRAFT (DOT3410D) warning light system 410, consisting of:(2) STAINLESS STEEL Micro 400 3 Lamp with 60' TPR Cable, 400 Series Rear Lightheads with Stainless Steel boxes with side TIR3 (ADD4TIR3). Rear lights include (2) Linear 400 Amber, (2) LED Back Up, and (2) LED BTT. Includes DOT-LED Flasher/Junction box and install kit. - Installed

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EA	1.00	WHELEN WING STROBE TIR3(WPLOWZ1A) INST	312.00	312.00
	1818419			

-

1.107 - Whelen Amber Wing Strobe Super LED TIR3 w/20' HD TPR (WPLOWZ1A) Installed  
Note: Mounted at end of Wing Facing the Back of Truck

-

EA	2.00	WHELEN-LED SPOT LIGHT(P36SLCHG)-INS	304.00	608.00
	1852519			



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis  
PROUDLY MADE IN THE USA

# Quote Response Form

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52182 Ember Road  
Lake Crystal MN 56055  
507-726-2728

**End User:**  
**Customer:** 101208  
TONY HAAN  
CANNON FALLS, CITY OF  
918 RIVER ROAD  
CANNON FALLS MN 55009-1447  
USA

**Taken By:** Brandon Oachs

**Phone:** 507-291-0457

**Fax:** 507-263-5843

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00140874	Net 30 Days.	8/28/2023	9/27/2023	BROOKS NEAGLE	

UM	Quantity	Item	Description	Unit Price	Extended Price
-			1.174 - Accessory LED work light with disconnect (WHELEN SPOT/FLOOD P36SLCHG) One Mounted at the back of the truck for the Sander Spinner & One off the Side of the Cabshield on Aluminum Bracket for the Wing		
-					
EA	1.00		JW SPEAKER(HEATED)PLOW LIGHT-47X-SS-INST 2500729	1,615.00	1,615.00
-					
-			1.140 - Mirror mounted JW Speaker (Heated) Plow light package (S.S. brackets 47X)		
-					
EA	1.00		FENDERS, MIN2260 SGL AXLE INSTALLED 1808860	937.00	937.00
-					
-			1.179 - Fenders, Minimizer, model MIN2260B SGL AXLE black (1pc) Poly fender set, Installed		
-					
EA	3.00		KIT-6100-GEN 5-STD-CAM -20M CABLE-INST 2485218	525.00	1,575.00
-					
-			9.032 - Force Camera Kit, Installed Wing Camera Mounted off Passenger Side by Wing Work Light Mount Backup Camera Mounted off Drivers Side Rear Pillar w/hole for Wiring Load Check Camera Mounted Left Front Corner under Box Top Rail Cameras Wired into GEN5 6100 Screen Install CAMERA-REAR-COVER-SS-12GA - PROTECTIVE CAMERA COVER 2412985 for Wing & Backup Cameras		
-					
EA	1.00		SCRAPER-IB-FIXED-SGL LIFT-W/ACCUM-INS 2681729	4,625.00	4,625.00
-					
-			CUSTOMER SUPPLIED FALLS FIXED UNDERBODY SINGLE LIFT - Scraper-10'-1" MB w/Single Lift Cylinder w/12" Bolt on Extension (11' Total) LESS CUTTING EDGES - VBL (1) 7/8" X 5" - 3' w/25° Tungsten Carbide & (2) 7/8" X 5" - 4' w/25° Tungsten Carbide		
-					
-			Includes: - SCRAPER-IB-FIXED-SGL LIFT-W/ACCUM-INSTALLED For fitting equipment and painting after welding mounting plates and re-mounting to chassis, Hoses and Fittings Warranty Information 12 Months from "in service" date on Installation Labor		
-					
EA	1.00		MAB*PPW-HYD PUSHBEAM-REAR/MID MOUNT-DPL 2681727	6,661.00	6,661.00



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PROUDLY MADE IN THE USA

# Quote Response Form

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52182 Ember Road  
Lake Crystal MN 56055  
507-726-2728

**End User:**  
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TONY HAAN  
CANNON FALLS, CITY OF  
918 RIVER ROAD  
CANNON FALLS MN 55009-1447  
USA

**Taken By:** Brandon Oachs

**Phone:** 507-291-0457

**Fax:** 507-263-5843

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00140874	Net 30 Days.	8/28/2023	9/27/2023	BROOKS NEAGLE	

UM	Quantity	Item	Description	Unit Price	Extended Price
----	----------	------	-------------	------------	----------------

CUSTOMER SUPPLIED FALLS POSTLESS REAR WING WITH HYDRAULIC PUSHBEAM

- Wing Falls RHSDL10A-HYDPB Primed LESS CUTTING EDGES
- Wing Falls RL (REAR LIFT) up charge SDL WING
- Wing Falls SS moldboard face in lieu of Std
- Wing Falls POST-LESS Toe Lift in lieu of Std Front
- Wing Falls Gloss Black - Paint Moldboard FOR SHIPOUT

\*\*NOTE: SS Face is not painted.

- VBL (2) 3/4" x 6" - 3' w/25° Tungsten Carbide Insert Punch, Flat Blade & (1) VBL 3/4" x 6" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade

Includes:

(NOTE: INSTALL TO TRY AND ACHEIVE 4-6" OVERLAP TO WING)

- PPW-HYD PUSHBEAM-REAR/MID MOUNT-DRIPLESS CPLRS-INSTALLED

4.10 - 6 line dripless bulkhead couplers

For fitting equipment and painting after welding mounting plates and re-mounting to chassis, Hoses and Fittings  
Warranty Information 12 Months from "in service" date on Installation Labor

-

EA	1.00		PLOW HITCH-D/A-40B/44B/46B/48B-NONE-INS	5,585.00	5,585.00
		2703484			

CUSTOMER SUPPLIED FALLS 44XB2 (QCP PIN & LOOP) FRONT PLOW HITCH

- Plow Hitch Falls 44XB2/STD/STD/DA-HITCH

Includes:

2653953 - PLOW HITCH-D/A-40B/44B/46B/48B-STD CPLRS-INSTALLED

5.3 - 4 line standard - NOTE: HOSES HOOKED TO MULTI-FASTNER

5.8 - Huck Bolt Mounting Plates in lieu of Bolts to frame

- C-Channel bumper Tapered on each side off each side of hitch

Fitting hitch and welding to fit front frame extension, painting after welding and re-mounting to chassis, Hoses and Fittings  
Warranty Information 12 Months from "in service" date on Installation Labor

-

EA	1.00		MAB*FALLS-PR PLOW-STD COUPLER-INS	665.00	665.00
		2647407			

CUSTOMER SUPPLIED FALLS POWER REVERSING FRONT PLOW

- Plow Falls PR1243/SPR-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES
- Plow Push Unit Falls 24/44 Series Std
- Plow Falls SS MOLDBOARD Face, Reversible PR & TER Models,
- Plow Falls High Visibility Marker Set
- Plow Falls 1/2" x 12" Standard Rubber Belt Snow Deflector Kit Installed
- Plow Falls Parking Stand - Screw Adj Style
- Plow Falls Gloss Black Paint, Rev Plow, for Ship Out

\*\*NOTE: SS Face is not painted.

- VBL 3/4" x 6" - 3' w/25° Tungsten Carbide Insert, Std

Includes:

2647407 - POWER REVERSING PLOW-PREP/HOSES-INS

Plow Prep, Hoses, Fittings, and Cutting Edge Fasteners Installed

-



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PROUDLY MADE IN THE USA

# Quote Response Form

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52182 Ember Road  
Lake Crystal MN 56055  
507-726-2728

**End User:**

**Customer:** 101208

TONY HAAN  
CANNON FALLS, CITY OF  
918 RIVER ROAD  
CANNON FALLS MN 55009-1447  
USA

**Phone:** 507-291-0457

**Fax:** 507-263-5843

**Taken By:** Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00140874	Net 30 Days.	8/28/2023	9/27/2023	BROOKS NEAGLE	

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00		MAB HITCH-5/8"-3" REC-7RV-CANNON FALLS-I	1,133.00	1,133.00

2429483

7.0 Pup Hitch - Make & Model 5/8" thick pull plate & bracing to truck frame.  
Safety Chain D-Rings installed. Provision for electrical socket included.

Vertical Tongue Weight 8,000 lbs max

Horizontal Tongue Weight 40,000 lbs max Gross Trailer Weight

Latching Tensile Strength Data not available

Rated Capacity 40,000 lbs max Gross Trailer Weight

Is Installation included? Yes ☒ or No ☐

Is the Price of the Hitch for a Truck with Air and Electric Provided to Rear of Frame? Yes ☒ or No ☐

Note: Truck Must come w/Tractor Pkg

Warranty Information 24 Months from "in service" date

Includes:

7.2 - Installation of Pup Hitch

7.7 - 7 contact RV socket installed (Hooked to Brake Controller)

7.13 - 3" Square Hitch Reciever in Plate. NOTE: DERATES hitch to 5 ton (10,000 lbs max) GTW, Installed

-

EA	1.00		ELECTRONIC BRAKE CONTROLLER PKG INS.PROD	420.00	420.00
		1651881	8046908		

-

7.15 - Electronic PRODIGY Brake controller w/wiring to rear 7RV socket, installed in cab of truck, Installed

-

EA	1.00		J-CRAFT 9x4TG-SS-NEW STYLE-DRIPLESS-INS	8,525.00	8,525.00
		2208062			

8.0 Sander - Make and Model J-Craft 9TGS SS Tailgate Sander

Type of sander Stainless Steel Under tailgate type, 9" dia (carbon steel) 4" pitch single auger, direct hydraulic drive, Oversized auger motor for low speed operation & continuous flow, LH Discharge w/POLY self-leveling spinner assembly, Dual over-center locks on hopper cleanout door, mtg brackets and mtg tabs welded to hopper, In Stainless Mill Finish.

Warranty Info 24 months from "In-Service" date

Includes:

8.1 - Installation of Sander

8.3 - Sander with dripless couplers installed

8.8 - Exterior spill plates made from stainless steel (Removable/Standard)

-



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis  
PROUDLY MADE IN THE USA

# Quote Response Form

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52182 Ember Road  
Lake Crystal MN 56055  
507-726-2728

**End User:**

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TONY HAAN  
CANNON FALLS, CITY OF  
918 RIVER ROAD  
CANNON FALLS MN 55009-1447  
USA

**Phone:** 507-291-0457

**Fax:** 507-263-5843

**Taken By:** Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00140874	Net 30 Days.	8/28/2023	9/27/2023	BROOKS NEAGLE	

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00		MULTI-FASTER HOSE CPLR SYSTEM 2 PTS INST	1,220.00	1,220.00
		1873178			

-  
9.79 - 2-port 1/2" multi-faster hose coupler system, Installed  
One for Plow Angle  
-

EA	1.00		MAB HYDRAULICS-CAN.FALLS-9SEC-6100-GEN5	43,003.00	43,003.00
		2429484			

9.0 Hydraulics - Make and Model Force America pump, Force/Parker MCV-ISO Add-A-Fold Valve Series

Cab Controls Description Force America electronic control assembly, (Seat Mount)

Sander Control Description Force America model 6100 manually or programable adjustable Electronic control, w/stand-by, blast, ground-speed interrupt, & liquid hookup.

Pump Drive Description Automatic Transmission Mounted PTO

Pump Type Variable displacement, axial piston type, load-sensing,

Valve Description Closed center load-sensing type, w/mid-inlet, manifold design

Number and type functions 9 functions: D/A Rugby Underbody Hoist, D/A Plow Lift, D/A Plow Angle, D/A Underbody, D/A Wing Toe, D/A Wing Heel, D/A Wing Pushbeam, Sander Spinner, Sander Auger.

Type of Valve Actuation Elect solenoid, w/manual over-ride

Reservoir Size Selectable, w/filler-breather, sight glass, suction screen, and magnetic plug

Fluid Type ATF (equivalent to Dexron III)

Filter Style Remote mount, or intank w/12 volt DC condition indicator, & return line check valve.

Valve Enclosure Stainless Steel construction, frame mount design, w/removable cover. Valve Enclosure Mounted on Stainless Steel Mounting Brackets.

Hose Recommendation 2" dia suction, 1-1/4" dia return, 1" dia pressure, w/balance to match equipment port sizing. R2 for pressure lines, R1 for return lines, R4 for suction line. Return line manifold included.

Warranty Information 24 Months from "in service" date

includes:

9.1 - Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics.

9.7 - MCV-ISO VALVE 9 FUNCTIONS INSTALLED

9.22 - MODULAR ULTRA-4-6100 Patrol Commander control, Installed

9.26 - FORCE BRACKET, ARM, DISPLAY MOUNT, PIPING-SCREEN MOUNT



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis  
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# Quote Response Form

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- 9.27 - SEAT MOUNTED CONTROL BRACKET, INSTALLED (ADDER)
- 9.32 - IN-TANK mounted filter w/12 volt indicator, installed
- 9.42 - J-Craft Stationary Cabshield mounted reservoir 30 gal (stainless steel) w/intank filter provision, installed
- 9.58 - Force TXV92 (5.6 CID) pump, w/ 280 hotshift P.T.O. for Allison Trans application, installed
- 9.73 - Temp/Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab installed
- 9.85 - (ADDER) Internal Counter Balance Valve (Integrated into Valve for Wing Toe)
- 9.88 - (ADDER) Double Acting Plow Float. (Price includes 1959A001 harness)
- 9.93 - Adder for Auto Reverse Scraper Lift
- 9.94 - Adder for Pressure Transmitter to Read Scraper Pressure on LCD
- 9.035 - U-2 nitrogen accumulator, Installed with Underbody (FALLS SUPPLIED WITH SCRAPER)

-  
Note: No Fuse Panel all Switches in Control and Dash of Truck Gen5 6100

-  
Note: Vibrator Solenoid in Valve Enclosure  
Dash Switches:

- Strokes
- Wing Work Light
- Sander Work Light
- Plow Lights

-  
Force Control Layout:

- Stick 1 - Body Raise w/Detent Button
- Stick 2 - Plow Up/Down & Left/Right - Sander on/off on push button
- Stick 3 - Wing Toe / Heel - Sander Blast on push button
- Stick 4 - Underbody / Pushbeam

- Switch 1 - Air Tailgate
- Switch 2 - Vibrator
- Switch 3 - PTO
- Switch 4 - Low Oil Override
- Switch 5 - Sander Screen on/off

EA	1.00	INSTALL, ON SPOT TIRE CHAIN KIT(GENERIC)	2,834.00	2,834.00
	1350422			

-  
1.045 - On Spot Tire Chains System Installed (Per axle)

EA	1.00	PRECISE-"ARC"-SENSOR-WIRELESS-GEN5-INS	661.00	661.00
	2190624			

-  
17.1 - Air and Road Temperature Sensor, Wireless (GEN 5) 1117640 - Installed

EA	1.00	MNDOT STATE CONTRACT PURCHASE (222960)	0.00	0.00
	2495595			

-  
-  
After reviewing your equip. needs, and per the State of MN contract number (222960) release number S-863(5) and J-Craft contract number 222960, valid thru August 31st, 2023 we offer this for your consideration.

Note:

1. This quote is a summary of the State of MN price pages, and detailed spec sheets.
2. Warranty is 24 months from In-Service date.

ISO 9001:2008 CERTIFIED

J-Craft is certified as a NTEA MVP member.

-  
-



Ox Bodies | Crystal | DuraClass | Rugby | J-Craft | Travis  
PROUDLY MADE IN THE USA

# Quote Response Form

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52182 Ember Road  
Lake Crystal MN 56055  
507-726-2728

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918 RIVER ROAD  
CANNON FALLS MN 55009-1447  
USA

**Phone:** 507-291-0457

**Fax:** 507-263-5843

**Taken By:** Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00140874	Net 30 Days.	8/28/2023	9/27/2023	BROOKS NEAGLE	

Municipal Terms of Sale:

-

If you accept this proposal please sign and date below with PO# if you use one:

PO# \_\_\_\_\_

Accepted By (Print): \_\_\_\_\_

Accepted By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Note: If Changes need to be made after PO is submitted we will need a revised PO reflecting the changes.

Visit us online at [www.j-craftinc.com/](http://www.j-craftinc.com/)

-

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

-

<b>Sale Amount:</b>	114,660.00
<b>Freight:</b>	0.00
<b>Sales Tax:</b>	0.00
<b>FET Charges:</b>	0.00
<b>Total Amount:</b>	114,660.00





TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 93339

**\*\* QUOTATION \*\***

<b>Ship To:</b>	<b>Cust:</b>	<b>2954</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
J-CRAFT INC/TBEI				CANNON FALLS PUBLIC WORKS	
52182 EMBER ROAD				918 RIVER RD	
LAKE CRYSTAL		MN 56055	USA	CANNON FALLS	MN 55009

ATTN: TONY HAAN 507-263-9355

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/24/25	4/08/25	0/00/00

Serial No.	
------------	--

**Order Comments:** F.O.B. LAKE CRYSTAL, MN  
VIA TOWMASTER TRUCK

**Build Instructions** LEAD TIME: ALLOW 18 WEEKS +/- ARO

**Other Instructions** \*\*STATE OF MN CONTRACT #267372\*\*

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9902924	- Scraper FALLS IB-10A 1" MB, w/single lift cylinder W/12" bolt-on extension (11' total), LESS CUTTING EDGES	\$10,186.00	\$10,186.00
1	9902948	- Wing Falls RHSDL10A-HYDPB Primed LESS CUTTING EDGES	\$15,058.00	\$15,058.00
1	9901431	- Wing Falls RL (REAR LIFT) up charge SDL WING **NOTE: REAR POST FOR HITCH TYPE MOUNT APPLICATION	\$649.00	\$649.00
1	9904170	- Wing Falls SS moldboard face in lieu of Std add	\$1,608.00	\$1,608.00
1	9904688	- Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system		
1	9906382	- Wing Falls Gloss Black - Paint Moldboard FOR SHIPOUT **NOTE: SS Face is not painted.	\$576.00	\$576.00
1	9900557	- Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$4,290.00	\$4,290.00
1	9900625	- Plow Push Unit Falls 24/44 Series Std	\$1,312.00	\$1,312.00
1	9903057	- Plow Falls PR1243/SPR-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES	\$9,674.00	\$9,674.00
1	9904169	- Plow Falls SS MOLDBOARD Face, Reversible PR & TER Models, Add	\$2,279.00	\$2,279.00
1	9900637	- Plow Falls High Visibility Marker Set	\$161.00	\$161.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 93339

**\*\* QUOTATION \*\***

<b>Ship To:</b>	<b>Cust:</b>	<b>2954</b>	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
J-CRAFT INC/TBEI				CANNON FALLS PUBLIC WORKS	
52182 EMBER ROAD				918 RIVER RD	
LAKE CRYSTAL		MN 56055	USA	CANNON FALLS	MN 55009

ATTN: TONY HAAN 507-263-9355

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/24/25	4/08/25	0/00/00

Serial No.	
------------	--

1 9900639 - Plow Falls 1/2" x 12" Standard Rubber Belt Snow Deflector Kit - Installed	\$509.00	\$509.00
1 9900641 - Plow Falls Parking Stand - Screw Adj Style	\$391.00	\$391.00
1 9900687 - Plow Falls Gloss Black Paint, Rev Plow, for Ship Out **NOTE: SS Face is not painted.	\$724.00	\$724.00
1 9902873 - VBL 78531WPTSB-PK 7/8" X 5" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: SCRAPER APPLICATION - - INCLUDES BOLTS & NUTS, ALL SHIPPED LOOSE	\$296.00	\$296.00
2 9902874 - VBL 78541WPTSB-PK 7/8" X 5" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: SCRAPER APPLICATION - - INCLUDES BOLTS & NUTS, ALL SHIPPED LOOSE.	\$394.00	\$788.00
2 9902871 - VBL 3/4" x 6" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade **NOTE: FOR WING APPLICATION - - INCLUDES BOLTS & NUTS, ALL SHIPPED LOOSE.	\$234.00	\$468.00
4 9902872 - VBL 3/4" x 6" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade **NOTE: (1) FOR WING APPLICATION, (3) FOR FRONT PLOW APPLICATION - - INCLUDES BOLTS & NUTS, ALL SHIPPED LOOSE. FREIGHT TO LAKE CRYSTAL, MN	\$335.00	\$1,340.00 \$500.00

Accepted by

Date

**SIGN HERE**

Price: \$50,309.00

Total Discounts:

Net Cost: \$50,309.00

Freight

Total: \$50,809.00

# General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

## 1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

## 2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

## 3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

## 4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

## 5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

## 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## 8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## 9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

## 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## 15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.