

TIMPTE - COUNCIL BLUFFS, IA
 2902 23rd Ave
 Council Bluffs, IA 51501
 Jim Rabenberg
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KB

Serving The Transportation Industry Since 1884

SALES ORDER

161647 Serial Number
4/16/18 Est. Completion Date
FOB Council Bluffs, IA
Terms
ESTIMATED WEIGHT 9,040 + OR - 3%
VIN #

Customer Name: Carl Duinink
 Address: 1973 Hempstead Drive
 City: Pella St: IA Zip: 50219 County: Marion Cell: (641) 891-5062
 Customer Contact:
 PO #:
 Quote #: 205727 Date: 01/30/18 Order #: 205727 Date: 02/16/18 Modified 02/16/18

Standard Trailer Specifications	
Model: SL4066-2018 SUPER HOPPER SL	
Year: 2019 Length: 40' Width: 96" Sidewall Height: 66"	
COMPLETE STANDARD SPECIFICATIONS FOR THE ABOVE NOTED MODEL ARE LISTED	
OPTIONAL EQUIPMENT	
OPTION #	DESCRIPTION
02.00	WHITE SIDE WALLS
03.00 20120-//66	STAINLESS STEEL REAR PANEL "H 96"W
04.00	NO PLATFORMS
07.00	WHITE NOSE PANELS
08.00	SQUARE ALUMINUM CORNER POSTS
09.00 28037-//6/	2/5 RECTANGULAR LEDLIGHTS TANDEM SL
11.00 00430-//6/	7 LIGHTS ON REAR HEADER (4) OUTSIDE TURN (3)INSIDE STOP/CLEARANCE
13.00 00320	FORMED AG TUB WITH SINGLE SPEED OPENERS
16.00	AIRRIIDE SUSPENSION
19.00	ABS 4S/2M MERITOR WABCO (STD)
21.00 05015	24.5 - 4 STEEL / 4 ALUMINUM WHEELS
22.00 05528	FIRESTONE FT491 11R24.5
23.00 20626-//6	TARP 18OZ 40' X 66" X 96"W SERIES
23.10 00673	BLACK TARP COLOR
23.50 07015	THUNDER ELECTRIC TARP WITH REMOTE WITH NO PLATFORMS
23.51 03030-//6/	EASY FLOW TRAP DOOR WITH REMOTE AG TUB 38'-42' 96"W (2017 MODEL)
23.52 03044	JUNCTION BOX ELECTRIC TARP & EASY FLOW AG/SPLIT TRAP DOORS
28.10 00135-//6/	REAR FULL WIDTH ALUMINUM STEP
40.00 00792	VENT THRU REAR FRAME POST

*"Customer's Copy"
 Please keep for
 your records.*

*Central Trailer
 515-957-0300*

PRICING INCLUDES IOWA POWER FARMING SHOW DISCOUNT.
 Electric kit for truck will deliver with trailer

I have read and accept the standard specifications and options noted above _____
 Initial

I have read and accept the TIMPTE WARRANTY (War1.doc Revised 2/24/16) as furnished. _____
 Initial

I have read and accept the terms and conditions of this sales order contract as referenced on the attached forms _____
 Initial

TRAILER PRICE	35,160.00	Tradein	Year	Make	Value	Trailer ID	Used #
# Of TRAILERS:	1		2014	Wilson	25451	705874	N23198
TOTAL SALES PRICE (INCLUDING FET)	35,160.00						
SALES TAX (0.00%)	0.00						
TITLE LICENSE FEE	0.00						
LESS TRADES	25,451.00						
DEPOSIT	0.00						
TOTAL	9,709.00						

(Total does not include applicable sales tax and licensing fees)

* If trailer is not picked up in 90 days from the Completion Date, Timppte reserves the right to deliver the trailer to the address listed on the order and the freight will be charged to you at the current going freight rate.*

CUSTOMER SIGNATURE _____ DATE _____

PRINTED NAME _____ TITLE _____

ACCEPTED BY TIMPTE, INC. _____ DATE _____

THE ESTIMATED WEIGHT FOR THIS TRAILER IS 9040 lbs. ALL WEIGHTS ARE + OR - 3%. ALL WEIGHT ESTIMATES THAT ARE GUARANTEED WHICH MAY SUBJECT TIMPTE TO A MONETARY PENALTY OR ORDER CANCELLATION REQUIRES WRITTEN CONFIRMATION FROM TIMPTE'S CUSTOMER SERVICE VP.

ALL SALES AND CONTRACTS ARE EXPRESSLY SUBJECT TO THE CONDITIONS AS REFERENCED ABOVE, INCLUDING LIMITATIONS ON WARRANTY AND LIABILITY, WHICH ARE MADE A PART HEREOF BY THIS REFERENCE, STENOGRAPHIC AND CLERICAL ERRORS SUBJECT TO CORRECTION.

**STANDARD SPECIFICATIONS
SL SUPER HOPPER
40' & 42' HOPPER**

APPLICATION	Recommended for transportation of agricultural and industrial bulk commodities.
KINGPIN SETTING	20"- Single I-beam with 3/8" steel flanges, 1/4" steel full-width pickup plate.
SIDE PANELS	Pre-painted white .048" and .063" aluminum, corrugated on 4" centers. Lower Rails -Aluminum 7-11/16" high extrusion. Side Posts - Aluminum extrusion 1-3/4" z-posts on 12" centers. Side Top Rails -Aluminum 5-5/8" x 6-1/4" extrusion. Interior Lining -.048" aluminum.
REAR PANELS	Corrugated pre-painted white .048" aluminum panels and extruded aluminum posts.
ACCESS SYSTEM	Aluminum ladders are mounted on both the front and the rear, with a flip down step mounted to the base of the rear ladder. Grab handle mounted above the rear ladder.
NOSE PANELS	Smooth pre-painted white .063" aluminum.
FRONT CORNERS	3" x 4" rectangular tube, mill finish aluminum
NOSE ASSEMBLY	Extruded mill finish aluminum construction. 15 degree rearward slant.
LIGHTS & WIRING	Side Lamps - Includes 2 rows of 3 - 3/4" diameter LED bullet marker lamps each side;(3) amber, (2) red and (1) amber LED mid turn/marker lamp. Nose Lamps - (2) High mounted amber 3/4" diameter LED bullet marker lamps. Standard High mounted Rear Frame Lamps - (5) red 3/4" diameter LED bullet marker lamps on rear header. Rear Tail Lamps - (6)-4" diameter, 7 diode LED lamps - all grommet mounted. Electrical -All weather-pack automotive style connections, sealed to prevent corrosion. Common ground. Conspicuity Tape : Red and white reflective tape mounted in line with bottom row of side marker lamps and full width across rear of trailer. White reflective tape mounted on top corners of rear frame. (All lamps and wiring comply with FMVSS 108)
SUPPORT LEGS	Square legs, with roadside removable crank, low-profile 10" square cushion foot shoe, "No Lube" feature, 50,000 lbs. lift capacity. Located 94" from Kingpin.
HOPPERS	96"wide trailers formed .125 aluminum panels with side slope angle of 35.8 degrees, center and end panels with slope angle of 33 degrees, Ag tub design. Front and Rear End Slope Panels -.080" aluminum supported by aluminum channel with Z shaped crossmembers, 33 degree slope angle. Divider Panel - .080 aluminum supported by bulkhead crossmembers.
TRAPS	24"W x 26"L openings supported by a robust structural trap frame. The trap plates are 1/4"aluminum with steel stiffeners supported by double sealed steel ball bearings with a plastic internal seal. Hopper ground clearance is 25".
TRAP OPERATORS	Each trap is opened and closed by a manually operated 1" diameter shaft connected through a U-joint to the double rack and pinion gears using a removable crank. There are trap locks at each crankshaft. The double rack and pinion gears drive at both sides of each trap plate.
SUSPENSION	23,000 lb. rated air ride suspension, 17" ride height, 71-1/2" track and "Q+" linings. Suspension subframe long beams and crosstubes are rectangular structural steel tubing.
HUB & DRUM	Cast ductile iron hubs with cast high-alloy, gray iron outboard mounted drums, hub piloted.
BRAKES	16-1/2" X 7" "Q-style" quick-change brakes with 5.5" auto slacks and 30/30 spring brake chambers complying with FMVSS 121. 4 sensor, 2 modulator anti-lock brake system with constant power supplied by center auxiliary pin. Exceeds the minimum requirements of FMVSS 121,S5.5
WHEELS	Eight (8) 24.5 x 8.25 white steel disc painted, hub piloted.
TIRES	Eight (8) 11R24.5 radials.
MUDFLAPS	1/2" Black heavy-duty rubber Mudflaps, 24"W x 30"L.
TARP	Thunder Armor 18 oz. roll tarp system. Three molded black plastic sidewall protectors.
TARP OPENER	Thunder 6000XR electric tarp opener system with One Touch control and Rf remote.
TARP BOWS	Eight (8) - 9" rise galvanized steel arch type on 42' trailers, seven (7) on 40' trailers.
COATINGS	Black protective metal coating on all steel parts.

2/12/2017

THE ORDER IS SUBJECT TO APPROVAL BY TIMPTE'S AUTHORIZED MANAGERIAL PERSONNEL.

1. The terms of this order may not be varied by Customer, whether by purchase order or otherwise. In the event of any inconsistency, the terms hereof shall control, and Customer shall be deemed to have assented to all of the terms hereof. To the extent Customer has submitted a purchase order or other offer to purchase, Timppte's acceptance thereof is hereby expressly made conditional on Customer's assent to the terms of this order.
2. **THE ORDER MUST BE SIGNED BY CUSTOMER** and it must be accepted by Timppte within thirty (30) days from the date thereof. Customer may revoke the order at any time before receipt of Timppte's written acceptance. **TIMPTE'S ACCEPTANCE MAY BE MADE ONLY BY THE SIGNATURE OF TIMPTE'S DULY AUTHORIZED REPRESENTATIVE ON THE TIMPTE ORDER FORM.** Timppte's acceptance shall be deemed received by Customer when it is mailed or delivered to Customer.
3. Unless otherwise stated on the order form, the delivery dates specified are estimates only and shall not be binding on Timppte unless approved in writing by its sales manager or a corporate officer. Timppte shall not be liable for any damage or loss to Customer resulting from delays caused by inability of Timppte to procure materials or merchandise, from delays caused by labor disputes, fires, acts of God, governmental action or regulation, or from other causes beyond the control of Timppte. Timppte shall have the additional right, in the event of the happening of any of the aforementioned contingencies, at its option, to cancel this contract or any part hereof without any resulting liability to Customer.
4. Timppte shall not be responsible for and Customer agrees to assume all risk of loss for its motor vehicles, trailers, semi-trailers, or the contents thereof left with Timppte and caused by fire, theft, or other casualty not caused by Timppte's negligence. The risk of loss to all articles sold f.o.b. Timppte's address as specified on the order form shall pass to Customer at the time of delivery to the carrier. The risk of loss to articles sold f.o.b. destination shall pass to Customer when they reach such destination, notwithstanding Customer's failure to take or accept delivery from the carrier. Timppte and Customer agree to cooperate fully with each other in making and collecting any claim for damage in transit.
5. Timppte reserves the right to make delivery in installments. In such event, all installments shall be separately invoiced, and payment shall be due on delivery, without regard to past or future deliveries. The late delivery of any installment shall not relieve Customer from its obligation to accept future deliveries. If Customer does not fulfill its obligations hereunder, or if its credit or financial responsibility becomes impaired, as Timppte determines, Timppte may (a) refuse to make further deliveries until Customer fulfills its obligations or corrects such impairment or (b) terminate this contract.
6. Unless otherwise stated on the order form, payment shall be due on delivery. If the purchase price is not paid when due, Customer agrees to pay interest on the unpaid balance at the rate of Sixteen Percent (16%) per annum (but in no event more than the highest lawful rate), plus all reasonable cost of collection, including reasonable (not less than fifteen percent of the unpaid balance of the purchase price) attorney's fees.
7. Unless otherwise stated on the order form, all prices are f.o.b. David City, Nebraska. If f.o.b. any other point, prices are based on the freight rates in existence at date of the order, and any changes in freight rates in effect on shipment date shall result in a corresponding change in price. Customer shall pay switching and transportation charges in addition to actual freight.
8. Customer shall pay any and all present or future sales, use, and similar taxes on all articles furnished pursuant to the order in addition to the price herein specified.
9. All sales of products hereunder are subject to the terms of the applicable Timppte's Warranty for such products in effect on the date of delivery to Customer. The remedies provided in such Warranty are exclusive, and performance under such Warranty shall constitute the complete obligation of Timppte with respect to the quality of such products. **THE WARRANTIES CONTAINED IN TIMPTE'S WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WHETHER WRITTEN, ORAL, OR IMPLIED (NOT INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.) TIMPTE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR USE OR PURPOSE.**
10. **IN NO EVENT SHALL TIMPTE BE HELD LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES (SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE) FOR BREACH OF WARRANTY, FAILURE OR DELAY IN MAKING DELIVERY, OR ANY OTHER REASON WHATSOEVER, WHETHER ARISING FROM BREACH OF WARRANTY OR OTHERWISE, EXCEPT AS SPECIFICALLY SET FORTH IN APPLICABLE TIMPTE WARRANTY.**
11. The order contains the entire agreement of the parties and shall be governed by and construed in accordance with the laws of the state within which Timppte's office, specified on the sales order, is located, excluding, however, such state's choice of law rule for purposes of conflict of laws.
12. Subject of paragraph 2 above, the order may not be countermanded by Customer and may not be amended in any way whatsoever by Customer without the prior written consent of Timppte's home office. Subject to paragraph 2 above, Timppte must approve any cancellation after Customer's receipt of Timppte's acceptance of an order, and Timppte reserves the right to charge a cancellation fee. Timppte reserves the right of acceptance of any change order after Timppte's written acceptance and reserves the right to charge a fee for any accepted change order.
13. The Customer hereby agrees to pay to Timppte reasonable rental for each article taken in trade for each day such article remains undelivered to Timppte after delivery of the replacement unit or units purchased hereunder.
14. If any term or provision of this order is invalid, illegal, or unenforceable, in whole or in part, the remainder of the order shall remain enforceable to the extent permitted by law.

TIMPTE "PEACE OF MIND" LIMITED WARRANTY

Subject to the following paragraphs and warranty schedule, Timppte, Inc. warrants the **First Purchaser*** from Timppte, or from an authorized Timppte dealer, that a new bulk commodities trailer manufactured by Timppte, used in Normal Service**, will be free from defects in materials and workmanship for the period of **THREE YEARS** from the date of delivery to the **First Purchaser*** except as listed in the exceptions below.

Axle Alignments

Axle alignment inspections will now be provided under the warranty policy for 1 year (12 months) from In-Service Date for ALL suspensions. This service must be provided by one of the following:

- a) Timppte Branch
- b) Timppte Contracted Dealer
- c) Independent Shop - up to \$100 (tandem) or \$150 (tri-axle)
- d) Per manufacturer's recommendation
 - Spring Ride Suspension - within the first 30 days of use is recommended
 - Air Ride Suspension - within the first 90 days of use is recommended

Tires

Timppte provides no warranty coverage on the tires. They are covered under a separate manufacturer's warranty.

1 Year Coverage - Parts & labor covered

- Tarps
- Coating on steel parts
- Pneumatic Vibrators

5 Year Coverage - Parts & limited labor covered

- Landing Legs
- Axles
- Wheels
- Two Speed Gear Boxes
- Spring Ride Suspension Components
- Hub & Drum
- Auto slack Brake Adjusters

7 Year Coverage

- Wiring harness (Parts and labor covered for 3 Years – parts only coverage thereafter through year 7).

10 Year Coverage

- LED lights (Parts and labor covered for 3 Years – parts only coverage thereafter through year 10).

Lifetime Coverage

- Trap Door Roller Bearings, model year 2017 only (Parts and Labor covered for 3 years – Parts only thereafter.)

This warranty does not cover items that need periodic adjustment as part of normal maintenance such as but not limited to; trap door adjustment and wheel bearing end play adjustment. This warranty does not cover any goods which are not defective, but which wear out and have to be replaced during the warranty period, including for example, but not limited to tires, brake linings, brake drums, lubricants, wheel flaps, seals, grommet mountings, wire ties, circuit breakers, and the like.

Timppte reserves the right to change or clarify the warranty coverage at any time. Contact the Timppte Warranty Administration Group at 402-367-3056 for any specific questions on coverage.

This warranty does not cover purchased components, attachments, or accessories, whether acquired from or provided by a Timppte dealer, Timppte branch, or any other party, that are not in accordance with the factory-level standard specifications.

WARRANTY EXCLUSIONS

Misuse, neglect, overloading, improper loading, failure to follow any recommended loading or operating instructions, failure to follow specified maintenance procedures and intervals, unauthorized repair or structural modifications or failure to provide normal maintenance shall void this warranty in its entirety.

This warranty does not cover purchased components, attachments, or accessories, whether acquired from or provided by a Timppte dealer, Timppte branch, or any other party, that are not in accordance with the factory-level standard specifications.

All warranty work must be approved by the Timppte Warranty Department prior to any work being performed.

CUSTOMER RESPONSIBILITIES

The **First Purchaser*** shall regularly inspect and check the trailer and follow all recommended maintenance procedures and intervals.

The **First Purchaser*** shall contact the Timpte Trailer Warranty Department immediately at 402-367-3056 upon detection of any perceived defect in the materials or workmanship. **Any continued use of the trailer after discovery of a defect that could in any way aggravate the defect or otherwise damage the trailer will void the warranty on that part of the trailer.**

Absolutely no work should be performed to the trailer prior to receiving authorization as evidenced by a valid claim number, from the Timpte Warranty department. Any work performed prior to receiving authorization will not be covered under warranty.

The **First Purchaser*** shall comply with the instructions of the Warranty Department related to a claim within 30 days of the date of those instructions or the warranty on that part of the trailer is voided. The Timpte Warranty Department will issue a claim number as authorization for approved warranty repair. Timpte will not pay for any warranty work that was performed without a valid claim number. All transportation charges in connection with a warranty claim will be the sole responsibility of the **First Purchaser***.

The **First Purchaser**'s* sole and exclusive remedy against Timpte, arising from the purchase and use of the trailer, is limited to repair or replacement of defective materials and workmanship, as provided herein.

TIMPTE MAY AT ITS OPTION REQUIRE THAT THE DEFECTIVE PART OR TRAILER BE RETURNED TO A TIMPTE FACILITY OR A TIMPTE AUTHORIZED SERVICE SHOP, AS TIMPTE MAY DETERMINE.

ALL WARRANTY WORK MUST BE PERFORMED AT THE LOCATION DESIGNATED OR APPROVED IN ADVANCE BY TIMPTE AND TO THE SPECIFICATIONS DICTATED BY TIMPTE.

* **"First Purchaser"** means the first purchaser in good faith for a purpose other than resale.

** **"Normal Service"** means the loading and transportation of uniformly distributed legal loads of properly secured, noncorrosive cargo, in accordance with any applicable factory instructions and in a manner which does not subject the trailer or parts of the trailer to (a) concentrated loads; (b) loads in excess of the Gross Axle Weight Rating (GAWR) or Gross Vehicle Weight Rating (GVWR) stated on the Certification Plate affixed to the trailer by Timpte; and (c) accidental damage, or (d) stresses, impacts or shocks greater than those commensurate with normal, reasonable lawful use.

*** **"Normal and Customary Charges"** are a sum not exceeding the price charged by Timpte for such work.

LIABILITY LIMITATIONS

TIMPTE SHALL NOT BE LIABLE TO THE FIRST PURCHASER* OR ANY OTHER PERSON FOR ANY DAMAGES, DIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE FOR BREACH OF WARRANTY, FAILURE OR DELAY IN MAKING DELIVERY, OR ANY OTHER CAUSE, EXCEPT AS SPECIFICALLY SET FORTH IN THIS WARRANTY. IN NO EVENT WILL TIMPTE'S CUMULATIVE LIABILITY FOR BREACH OF THIS WARRANTY EXCEED THE PRICE CHARGED BY TIMPTE FOR ANY PART TO BE REPLACED PLUS NORMAL AND CUSTOMARY CHARGES *FOR REPAIRS TO BE MADE UNDER THIS WARRANTY.**

WITHOUT LIMITING THE FOREGOING, TIMPTE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER AS A RESULT OF CARGO LOSS, DOWNTIME, DRIVER, ROAD SERVICE, TOWING EXPENSE, TIRE REPAIR SERVICE, LOSS OF PROFIT, RENTAL OR SUBSTITUTE EQUIPMENT OR ANY OTHER TYPE OF LOSS DUE TO TRAILER PERFORMANCE. PREMIUM LABOR RATES (I.E. OVERTIME, SERVICE CALLS, ROAD SIDE/MOBILE SERVICE) WILL NOT BE PAID FOR WARRANTY REPAIRS.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO TIMPTE BULK COMMODITIES TRAILERS AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TIMPTE'S OBLIGATION

In the event of a defect in material or workmanship covered by this warranty, Timpte Inc. in its sole discretion will:

- Correct the defective work or replace the defective parts at Timpte's factory or at a Timpte Branch or dealer assigned by Timpte.
- Or reimburse the **First Purchaser*** by paying a sum not exceeding the price charged by Timpte for such work or part,
- Or provide for repair of the defective parts by an authorized Timpte service facility,
- Or supply a replacement part to the **First Purchaser***, who will install it at his own expense.

To file a claim or if you have any questions concerning this warranty, contact the Timpte Warranty Department at:

Timpte, Inc. 1827 Industrial Drive David City, NE 68632 402-367-3056