

RESOLUTION R-2019-29

A RESOLUTION AUTHORIZING THE PURCHASE OF A STREET SWEEPER FROM STANDARD EQUIPMENT COMPANY THROUGH THE JOINT PURCHASING PROGRAM WITH SOURCEWELL FOR A TOTAL AMOUNT NOT TO EXCEED \$201,116

WHEREAS, pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, et seq.), the City may purchase personal property, supplies, and services joining with other governmental units; and Illinois State Statutes authorize municipal governments to jointly purchase supplies; and

WHEREAS, the Sourcewell cooperative has publicly and competitively bid for street sweepers; and

WHEREAS, Sourcewell awarded a contract to Standard Equipment Company in Chicago, Illinois, for street sweepers and has made the contract available to other public entities; and

WHEREAS, it is determined by the City that the contract with Standard Equipment Company through the Sourcewell cooperative contract meets the City's needs; and

WHEREAS, the corporate authorities of the City of Wheaton find it reasonable, appropriate and necessary to purchase a street sweeper from Standard Equipment Company through the Sourcewell cooperative contract for the Streets Division of the Public Works Department; and

WHEREAS, the City's Purchase Order #P37126 for the purchase of a street sweeper is included in the attached **Group Exhibit "A."**

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Wheaton, Illinois, that:


- a) The City's Purchase Order #P37126 for the purchase of a street sweeper from Standard Equipment Company in Chicago, Illinois, through the Sourcewell cooperative contract #122017-FSC for the Streets Division of the Public Works Department is hereby authorized (the "Purchase"); and
- b) City staff is authorized to undertake any and all other tasks necessary, or in furtherance of, completion of the Purchase transaction.

ADOPTED this 6th day of May 2019.



Mayor

ATTEST:



City Clerk

Roll Call Vote:

Ayes: Councilman Scalzo,
Councilman Barbier
Councilwoman Bray-Parker
Councilwoman Fitch
Mayor Sues
Councilman Rutledge
Nays: None
Absent: None
Motion Carried Unanimously



CITY OF WHEATON

303 West Wesley Street, PO Box 727

Wheaton, Illinois, 60187-727

Phone: (630) 260-2000

Fax: (630) 260-2038

PURCHASE ORDER

This number must appear on all invoices and delivery slips

No. P37126

Date: 5/7/2019

To:

STANDARD EQUIPMENT COMPANY
2033 WEST WALNUT STREET
CHICAGO IL 60612

Account Number	Amount
Total:	

Deliver to:

CITY OF WHEATON PUBLIC WORKS
821 W. LIBERTY DR.
WHEATON IL 60187

Attention of:

SAM WEBB (630) 260-2119

Quantity	Units	Description	Unit Price	Total Price
1	EA	2019 ELGIN PELICAN STREET SWEEPER -ONSITE OPERATOR TRAINING INCLUDED -MECHANIC TRAINING AT ELGIN FACTORY AVAILABLE AT NO COST LESS TRADE IN - 2008 ELGIN PELICAN PRICING PER SOURCEWELL COOPERATIVE AGREEMENT #122017-FSC		\$226,116.00 (\$25,000.00)
Additional Information: **PRICING IN ACCORDANCE WITH QUOTE #2019-29865, DATED 3/26/19**				
Unless otherwise specified, all deliveries shall be prepaid. Notice: Order void only when signed by Purchasing Officer.			Total	\$201,116.00

Vendor: See attached sheet for additional information and instructions

By _____
Purchasing Officer

CITY OF WHEATON PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Purchase Order, "City" refers to the City of Wheaton, Illinois, an Illinois Municipal Corporation; "Vendor" refers to the vendor, supplier or other party identified on the Purchase Order for Goods which incorporates these purchase order terms by reference; "Purchase Order" refers to the language herein and to all specifications or other documents attached hereto and incorporated herein by reference and agreed to by City in writing; and "Goods" refers to the Goods, products, items or services to be acquired by the City pursuant to this Purchase Order.

2. AGREEMENT. Vendor agrees to sell the Goods to the City, and the City agrees to purchase the Goods from Vendor, under the terms and conditions specified in this Purchase Order. This Purchase Order and any contracts attached hereto constitutes the entire agreement between the Vendor and the City covering the Goods and services described herein. Failure to decline terms and conditions in writing constitutes agreement to the terms of the Purchase Order as stated. The Vendor's quotation is incorporated in and made a part of this Purchase Order only to the extent of specifying the nature and description of the Goods and services ordered and then only to the extent that such items are consistent with the other terms of this Purchase Order. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. All applicable portions of the Uniform Commercial Code (UCC) shall govern this contract between the Vendor and City.

3. PRICE and TAXES. All prices shall be as stated in this Purchase Order and are firm and not subject to escalation. The City shall be protected against declining prices on the undelivered portion of this order. Should the City be able to purchase Goods or services of comparable quality from another source at a lower delivered cost than in effect hereunder, and City gives Vendor written notice thereto, City may purchase such Goods or services from such other source at the lower delivered cost unless within fifteen (15) days of Vendor's receipt of City's notice, Vendor meets the lower delivered cost for the City's specified services or quantity of Goods. Any quantity of Goods or services purchased from another source by City shall be deducted from the total quantity ordered on this Agreement, but the Agreement shall otherwise remain unaffected. The City is exempt from payment of State, Federal Excise, and Illinois Retailers Occupational Taxes. Prices shall exclude these taxes. Vendor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with the delivery of all products deemed necessary under this Purchase Order. No charges for transportation containers, packing etc., will be allowed the Vendor unless so specified in this Purchase Order. All shipments shall be F.O.B. Wheaton, Illinois, freight prepaid and allowed, unless otherwise specified on this Purchase Order. These charges shall be shown as a separate item on the invoice.

4. PAYMENT. The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within thirty (30) days after the date of approval. Invoices must be submitted within six (6) months of order completion. Any invoices submitted more than six (6) months from order completion will not be paid. If the City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of Goods or services by the City, whichever occurs last. The City may set off any amount owed by Vendor to the City against any amount owed by the City to the Seller under this Purchase Order. Payment will be made to the company awarded this Purchase Order through the City's Purchasing Card Program, MasterCard, in which payment will occur at time of product delivery; or through a Vendor generated invoice mailed to the attention of the project or purchase coordinator, City of Wheaton; P.O. Box 727; Wheaton, IL 60187. Under no circumstances will a third party be reimbursed. All invoices must reflect the following information to prevent delay in payment: Vendor Name, Purchase Order Number, Description and Stock Number, Quantity Ordered, Quantity Shipped, Quantity on Back Order (if applicable), price as stated on the award document, and the City department receiving the Goods. Invoices will be approved for payment following: acceptance of product, receipt of an invoice, receipt of Certificate of Insurance, Endorsements, and a Waiver of Subrogation, and any other required paperwork.

5. DELIVERY and PERFORMANCE. Time is of the essence in the performance of this Purchase Order. If delivery of Goods and/or performance of services cannot be made at the specified time, Vendor shall promptly notify the City of the earliest possible date for delivery or performance. Notwithstanding such notice, if Vendor for any reason fails to deliver Goods or perform service within the time specified or

to the City's satisfaction, the City is relieved of any obligation to accept and pay for such Goods as well as any undelivered shipments if there are any, and upon failure to deliver as specified the City may buy like Goods elsewhere and charge the Vendor with any increased cost or other loss incurred thereon, unless deferred shipment is agreed to by the City in writing. The City's receipt or acceptance of all or part of a non-conforming delivery or service shall not constitute a waiver of any claim, right, or remedy the City has under this Purchase Order or applicable law. Deliveries shall be made to the indicated ship to address between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. COD shipments will not be accepted unless by specific prior arrangements. The supplier shall submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

6. SHIPMENT and INSPECTION. The terms and routing of shipment shall be as provided on the face of the Purchase Order, or as otherwise directed by the City. The City may revise shipping instructions as to any unshipped Goods. The City shall have the right to inspect any or all Goods at Vendor's place of business or upon receipt by the City. Where circumstances or conditions exist preventing effective inspection at the time of delivery, the City reserves the right to inspect the Goods within a reasonable time. Payment for Goods on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the City may have against Vendor. In the event the delivered Goods are defective, or do not comply to the City's specifications, solicitations documents, or executed contract, such Goods will be rejected, and Vendor must issue a credit to the City or the City may deduct such amount from monies owed the Vendor. Rejected Goods must be removed by and at the expense of the Vendor promptly after notification of rejection. If Goods are rejected, the City reserves the right to cancel any unshipped portion of the order upon written notice to the Vendor. Rejection of Goods shall constitute authority for the City to purchase in the open market Goods of comparable grade to replace the Goods rejected. Such purchases shall be deducted from contract quantities and Vendor shall reimburse the City for any expense incurred in excess of contract prices. Should necessity demand it, the City reserves the right to use or consume the Goods delivered which are substandard in quality, subject to a price adjustment. The making or failure to make any inspection of, payment for, or acceptance of the Goods, shall in no way impair the City's right to reject nonconforming Goods, recover damages or exercise any other remedies to which the City may be entitled under this Purchase Order or applicable law.

7. WARRANTIES. In addition to any other expressed or implied warranties and unless otherwise agreed in writing, Vendor warrants that all Goods delivered hereunder: (i) will be new, suitable for use as described, of the grade and quality specified or of the best grade of their respective kinds if no quality is specified; (ii) shall be free from all defects in design, material and workmanship; (iii) shall conform with all samples, drawings, descriptions, and specifications furnished; and (iv) shall, at the time the Goods are accepted by City, have been produced, sold, delivered and furnished in strict compliance with all applicable federal, state and local laws and regulations to which the Goods are subject, including but not limited to the Consumer Product Safety Act, and the Federal Occupational Safety and Health Act; and (v) are free of any liens and encumbrances. The Vendor agrees that the Goods furnished shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such Goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Purchase Order or by law.

8. TITLE and RISK OF LOSS. The FOB point shall be that specified on the face of the Purchase Order. Material delivered shall remain the property of the Vendor until a physical inspection and actual usage of the material is made and found acceptable to the City and the material is determined to be in full compliance with the solicitation documents and executed contract. Any transfer of title or risk of loss hereunder shall not affect the City's right to reject any non-conforming or defective Goods or any other right or remedy available to the City in the event of any breach by Vendor. If the Goods are of an inflammable, toxic or otherwise dangerous nature, Vendor shall hold the City harmless from and against any and all claims asserted against the City on account of any personal injuries and/or property damages caused by the Goods, or by transportation thereof, prior to the completion of unloading at the City's receiving destination.

CITY OF WHEATON PURCHASE ORDER TERMS AND CONDITIONS

9. TERMINATION. This Purchase Order may be terminated by mutual consent of both parties or by the City at its discretion. The City may cancel an order for Goods or services at any time with written notice to the Vendor, stating the extent and effective date of termination. Upon receipt of this written notice, Vendor shall stop performance under this Purchase Order as directed by the City. If the Purchase Order is terminated, Vendor shall be paid in accordance with the terms of the Purchase Order for Goods and services delivered and accepted. In no event shall the City be liable for incidental or consequential damages by reason of such termination.

10. REMEDIES. If Vendor breaches this Purchase Order, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such Goods, and upon Vendor's failure or refusal to do so, repair or replace the same at Vendor's expense; (b) reject any shipment or delivery containing defective or nonconforming Goods and return for credit or replacement at Vendor's option; such return is to be made at Vendor's cost and risk; (c) retain Goods which comply with the terms and conditions provided in this Purchase Order and return any other Goods at Vendor's expense; and/or (d) cancel any outstanding deliveries and treat such breach by Vendor as Vendor's repudiation of this contract. Nothing herein shall limit the City's right to damages. The City's failure to inspect, failure to reject and return the Goods, or failure to notify Vendor of complaint shall in no way affect the liabilities and obligations of Vendor. If City breaches this Purchase Order, Vendor's exclusive remedy shall be Vendor's recovery of the Goods or the purchase price payable for Goods shipped prior to such breach. The City shall have no liability for consequential or incidental damages.

11. INDEMNIFICATION. Vendor shall defend, hold harmless and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part, from and against any and all liabilities, losses, claims, demands, damages (including incidental and consequential damages), fines, penalties, judgment, settlement, costs or expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation including reasonable expert witness fees, and all causes of action of any kind or character, sustained by reason of, arising out of, or relating to (i) a breach of any of Vendor's warranties, representations, promises or covenants herein; (ii) any actual or alleged bodily injury, sickness, death, property damage or loss by whomsoever suffered, resulting or claimed to result, in whole or in part, from the manufacture, use, purchase, sale of transportation of the Goods, or (iii) any act, omission, neglect or default by Vendor, its officers, employees or agents, regardless of any active or passive negligence by the City. All indemnifications shall be continuing and shall survive acceptance of the Goods or termination of this Purchase Order. Nothing in this Purchase Order shall be construed as prohibiting the City, its officials, directors, officers, employees, agents or attorneys from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of or relating to this Purchase Order.

12. INSURANCE. Vendor represents that as of the date of the Purchase Order, Vendor maintains: comprehensive general liability insurance, which includes products liability coverage, in an amount not less than \$1,000,000 combined single limit; worker's compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Vendor in the performance of services or delivery of products under this Purchase Order. Upon request, Vendor shall provide proof of such insurance coverages naming the City as an additional insured.

13. PATENTS. Vendor shall pay all royalties and license fees and shall defend all suits and claims whatsoever for infringement of any patent, invention, trade secret or trademark rights on the Goods or on any appliance or equipment (not furnished by the City) used in furtherance of this Purchase Order and shall indemnify and hold the City, its directors, officers, employees, agents, and elected officials, harmless from and against any and all demands, claims, liabilities, damages, actions, causes of action, penalties, judgments, costs or expenses (including attorneys' fees) on account thereof. The City may, at its option, be represented by and actively participate through its own counsel in any suit or action against the foregoing persons and entities.

14. ASSIGNMENT. Vendor shall not delegate or subcontract any duties and services or assign any rights or claims under this Purchase Order without the City's prior written consent.

15. CHANGE ORDERS. The City reserves the right to revoke, amend or modify this Purchase Order or any contract attached thereto at any time. Any difference in price required by any such change shall be equitably adjusted and the Purchase Order shall be modified in writing accordingly. Vendor's receipt of City's written change order without response received by the City within ten (10) days or Vendor's shipment or other performance reflecting the change, whichever occurs first, shall be Vendor's acceptance of the change.

16. COMPLIANCE WITH LAW. Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938, as amended; the Occupational Safety and Health Act of 1971; the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended; the USA Freedom Act and Patriot Act; and any rules, regulations or orders issued or promulgated under such Act and Order. Vendor shall obtain and maintain throughout the life of the Purchase Order all permits, or licenses required in connection with the Goods or services to be provided for the manufacture, sale, shipment and installation of the products ordered under this Purchase Order. Vendor shall indemnify, save and hold the City harmless from and against any and all claims, damages, demands, costs and losses which the City may suffer in the event that Vendor fails to comply with said Act, Order, rules, regulations or orders. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

17. NON-WAIVER OF RIGHTS. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Purchase Order shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

18. GOVERNING LAWS/JURISDICTION. This Purchase Order shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Purchase Order shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

19. FORCE MAJEURE. No party hereto shall be deemed to be in default or to have breached any provision of this Purchase Order as the result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

20. HEADINGS. The headings of the several paragraphs of this Purchase Order are inserted only as a matter of convenience and for reference and are in no manner intended to define, limit or describe the scope of intent of any provision of this Purchase Order, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

21. RIGHTS CUMULATIVE. Unless expressly provided to the contrary in this Purchase Order, each and every one of the rights, remedies, and benefits provided by this Purchase Order shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

22. NON-DISCRIMINATING. Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of: the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith including but not limited to the Equal Employment Opportunity Clauses, 5 IL Admin. Code §750A and the Act's written Sexual Harassment policy requirement; the U.S. Civil Rights Act; the Americans with Disabilities Act; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.1 et seq.; and the rules applicable to each.

23. UNAPPROPRIATED FUNDS. The obligation of the City for payment to the Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

END OF PURCHASE ORDER TERMS AND CONDITIONS



2033 West Walnut Street
 Chicago, IL 60612
 (312) 829-1919

Quotation	
Date	3/26/2019
Quote #	2019-29865

Bill To:
 City of Wheaton
 Department of Public Works
 821 W Liberty Dr
 Wheaton, IL 60187

Ship To:
 Same

FOB: Wheaton, IL
Terms: Due Upon Delivery
Delivery: Approximately 180 Days After Receipt of Order (predicated upon backlog at time of order)
Expiration: Quote Valid for 60 Days

Notes: Pricing Per Sourcewell (Formerly NJPA) Contract # 122017-FSC
 On-Site Operator Training Included
 Mechanic Training at Elgin Factory Available at No Cost

Item / Description	Qty	Price Each	Total
MODEL YEAR 2019 ELGIN PELICAN STREET SWEEPER PER ATTACHED SPECS	1	\$226,116.00	\$226,116.00
LESS TRADE IN (NP0248D)	1	(\$25,000.00)	(\$25,000.00)

TOTAL AMOUNT \$201,116.00

Sales Representative:
 Richard Bakken
 rbakken@standardequipment.com
 (312) 282-1334

All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the invoice or document expressly evidencing intent to be bound. Comparable components may substituted for those listed on any quote. Estimated weights and dimensions are provided for informational purposes only and are not guaranteed. Modifications may void the warranty in whole or in part.

SPECIFICATIONS

PRODUCT DESCRIPTION

Elgin Pelican Three Wheel Street Sweeper with: high front dump hopper, dual steering, dual gutter brooms, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, sweeper and wheels powder coated white.

STANDARD FEATURES

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights:engine oil temperatureengine oil pressurefuel levelspeedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6 inch fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors

- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220 gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty

ADDITIONAL FEATURES

- Greasable Dirt Shoes
- Lower Conveyor Cleanout
- Conveyor Stall Alarm
- Quick Disconnect Fill Hose
- (2) Rear Floods & Backup Lights
- Main Broom Hourmeter
- Midwest Autolube, Dual Sidebrooms
- John Deere Block Heater 1000 Watt
- Premium Radiator/Heater Hoses
- Engine Pre-Cleaner
- Auxiliary Battery Disconnect
- Hydraulic Level Shutdown
- Hydraulic Temperature Shutdown
- LED Stop/Tail/Turn
- LED Clearance Lights
- LED Lights on Battery Cover
- Lighting Package 8: Two LED Strobes w/Guard + Four Roof Mounted Sweep Flashers + Led Front ID Lights and Rear LED Arrowstick
- (2) Mirrors Heated & Motorized
- AM/FM/CD With (2) Map Lights
- Right Hand Heavy Duty Limb Guard
- Left Hand Heavy Duty Limb Guard
- Right Hand Bostrom Air Ride Mid Back -Vinyl
- Reflectors (Set Of 6)
- Sweeper Service Manual
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual
- LH and RH Cameras in addition to Standard Backup Camera
- Spare Guide Wheel and Tire

DEALER FURNISHED ITEMS

- Water Meter Mounting Bracket

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

