

ORIGINAL

3-20-

1939

TO TOKHEIM OIL TANK AND PUMP CO., FORT WAYNE, IND.

(HEREINAFTER CALLED VENDOR)

Ship to Fred Bartine
Address Eureka Mich
Shipping Point Eureka
County _____

Invoice to Fred Bartine
(Hereinafter Called Vendee)
Address Eureka Mich
Post Office _____
Customer's No. _____

SUBJECT TO STRIKES, ACCIDENTS OR OTHER DELAYS BEYOND OUR CONTROL

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL
1ml	39	Computer Pump	234.50	234.50
		D. C. Motor		2.75
		Red calars		
		Globe Holder		
TOTAL SELLING PRICE				237.25

PERMISSION IS GIVEN THE VENDOR TO INSERT SERIAL NUMBERS OF EQUIPMENT SOLD.

SHIP VIA: <u>Hisky's Stages</u>	QUANTITY DISCOUNT _____ % IF EARNED	
DATE TO SHIP: _____	NET SELLING PRICE	237.25
MOTOR DATA		
IF ALTERNATING CURRENT	IF DIRECT CURRENT	
VOLTAGE	VOLTAGE <u>110</u>	CASH WITH ORDER _____ % 12.75
PHASE		BALANCE SUBJECT TO CARRYING CHARGE 224.50
CYCLE		CARRYING CHARGE <u>10</u> % 22.45
TOTAL BALANCE ON ACCOUNT		246.95

NO INSTALLATION WORK IS INCLUDED IN THIS CONTRACT UNLESS SPECIFIED IN WRITING. IF INSTALLATION IS SPECIFIED, VENDOR IS TO FURNISH AND INSTALL ONLY THE PIPING AFTER NECESSARY PREPARATIONS HAVE BEEN MADE BY VENDEE, AND VENDOR IS NOT TO DO ANY DIGGING, REFILLING, REMOVING DIRT, CONCRETE WORK, ELECTRICAL WORK NOR PAY FOR PERMITS, NOR REMOVE OR REPLACE ANY SERVICE LINES, OR BE RESPONSIBLE FOR ANY DAMAGE TO THEM UNLESS SPECIFICALLY ITEMIZED IN WRITING. IF INSTALLED BY VENDOR ON TIME AND MATERIAL BASIS, VENDEE AGREES TO PAY IN FULL ON RECEIPT OF INVOICE, ALL CHARGES ACCORDING TO VENDOR'S STANDARD SCHEDULE FOR MATERIAL AND LABOR INCLUDING WORKMEN'S TIME TO AND FROM THE JOB.

In consideration the vendee agrees to pay vendor Two Hundred Forty Six and 95/100 (\$ 246.95) on the following terms:

- A: \$ _____ 1% ten (10) days from date of invoice thirty days net.
B: \$ _____ on arrival of property (sight draft attached to bill of lading).
C: \$ _____ cash with order.
D: Total balance on account \$ _____ in 23 monthly payments of \$ 10.28 each, and one payment of \$ 10.51, payments to begin thirty (30) days from date of shipment.

Draw through _____ Bank at _____

All equipment when shipped from vendor's factory or from warehouse will be F.O.B. factory and/or warehouse with full freight allowed to shipping terminal. Freight allowed is not to include drayage at destination.

This contract is subject to the stipulations and conditions printed on the reverse side hereof, which are hereby specially referred to and made a part of this contract.

There are no agreements not mentioned herein, and all the terms and specifications have been distinctly understood.

All checks, drafts or money orders must be made payable to Tokheim Oil Tank & Pump Co.

No agreements between the salesman and vendee will be binding on the vendor unless written on the face of this contract.

Witness: John B. Smith
Salesman

Accepted: Date 7-27- 1939

TOKHEIM OIL TANK & PUMP CO.

By OE Smith

The vendee hereby acknowledges receipt of duplicate of this contract.

Purchaser Fred Bartine

By _____
(Corporation must sign per officer, giving title)
(Firm's full name per member signing)

AGENTS FOR THE VENDOR ARE NOT AUTHORIZED TO COLLECT MONEY HEREUNDER EXCEPT THE CASH PAYMENT. ALL CHECKS, DRAFTS OR MONEY ORDERS MUST BE MADE PAYABLE TO TOKHEIM OIL TANK AND PUMP CO.

NAME: _____

- Filed at the **Report of Tolson** Dickson &
 Filed Mar. 27, 1954 at 4:11 P.M. Campbell.
 9. **Chen/Menadots** **Barrow**
 10.
 11.
 12.
 13.

B. The Vendor shall have the right to cancel this contract and enter the premises herein described and take immediate possession of said equipment, and, for that purpose, may pursue the same wherever it may be found, and may enter the premises of the Vendee with or without force, or process of law and remove same and retain all payments theretofore paid as compensation for the use of said equipment, its deterioration in value and as liquidated damages and not as a penalty.

That time is strictly the essence of this contract and the acceptance of payments after the due date shall not be construed as a waiver of such provisions and/or any of the remedies given in event of any subsequent default, and the Vendor may enforce one or more remedies hereunder successfully or concurrently and any action taken shall not operate to stop or prevent the Vendor from pursuing any further remedy which may exist.

11. That the Vendee agrees to pay interest at the rate of seven (7) per cent per annum on past-due installments.

13. That all tanks are thoroughly tested for leaks before shipment, and all pumps are set to correct measurement and sealed; and that the Vendor will not be responsible for any claims for loss of gasoline or other liquids or any other losses whatsoever, by reason of leakage or inaccuracy of measurement.

15. That any provision of this contract prohibited by the law of any state shall be ineffective as to said state to the extent of such prohibition without invalidating, modifying or affecting the remaining provisions of this contract.

16. I (we) admit notice of the intended assignment of this contract and agree that if this contract be assigned, you shall not be deemed the agent of assignee for any purpose whatsoever, and all payments shall be made to assignee absolutely, hereby waiving all right now or hereafter existing in my (our) favor against you to make any defense, counter claim, or cross complaint to any demand or action brought by assignee to recover payments due under this contract or to recover possession of said chattels, I (we) further agree that all claims or demands on my (our) part against you shall be independent of any action by assignee against me (us).

The Vendor guarantees all parts of the equipment shipped under this agreement for one year, and no more from date of invoice thereof, against DEFECTIVE MATERIAL OR WORKMANSHIP (but not against damage caused by accident, abuse or faulty installation) when the equipment is installed in accordance with the Vendor's specifications, and will repair or replace free of charge all such defective parts if returned to the factory.

This guaranty is given expressly in lieu of other guaranties, expressed or implied, and the Vendor neither assumes nor authorizes any person to assume for it any liability beyond that stated herein.

The Vendor reserves the right to make changes in design or add improvements to the line of equipment at any time without incurring any obligation to install same on equipment that may have been previously sold by it.

If equipment is damaged in transit, the Vendor will ship new parts for replacement, without cost to the Vendee, provided the Vendee delivers to the Vendor the freight bill with freight agent's notation of damage thereon. It is understood that the Vendor does not assume any obligation and undertakes this adjustment purely as an accommodation to the Vendee. All such claims must be made within sixty days from date of shipment.