



POST OFFICE BOX 6038 / JACKSON, MS

Bill-To

Phone

PowerPlan Acct #

Owner

V.I.N T0700JX173343

Customer Unit #

Make JOHN DEERE

Model 700JLGP 2008 J

Main Engine S/N PE6068L072547

Please Remit Payment To PowerPlan

Claim #

Invoice

P.O. Number

Invoice Date

8/3/2020

Date In	Spn ID	Unit ID #	Hours	Bill Type	Terms	Writer	Reviewer
05/27/2020	999	129977	9,016	SR-2	CASH		243019

TERMS AND CONDITIONS OF SALE

- Payment Terms. All balances are due on delivery or on the 10th of the month following the purchase at the option of Stribling. A finance charge of 1.5% per month or the maximum permitted by law whichever is less will be added to all balances past due. Customer is responsible for any present or future sales, sales, use or other tax applicable to the sale or use of the goods or services purchased hereunder, and agrees to defend, indemnify and hold Stribling harmless of and from any claim or demand for same.
 - Forum Selection Clause and Choice of Law. To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating in any manner to this invoice, any transaction with Stribling (or any person or entity associated with Stribling) or Customer's business relationship with Stribling and Customer will be a court in Rankin County, Mississippi (except for claims relating to facilities located outside of Mississippi), then in the county where such facility is located, or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.
 - Disclaimer of Warranties and Limitation of Liability. To the fullest extent permitted by law, Stribling hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Stribling neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Stribling for all claims in contract, tort (including negligence and products liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer allocable to the goods or services which give rise to the claim, and in no event shall Stribling's liability exceed the total purchase price of this invoice. In no event shall Stribling be liable for any incidental, consequential, punitive, exemplary, indirect, or special damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use. Any warranties on the product sold hereby are those made by the manufacturer which shall be the sole and exclusive remedy, whether in contract, warranty, tort or strict liability.
 - Cost of Collection. In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorney's fees.
 - Arbitration Agreement and Waiver of Jury Trial. Stribling and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
- A. CLAIMS AND DISPUTES COVERED.** Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Stribling and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Stribling; any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between Stribling and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.
- B. COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between Customer and any of Stribling's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of its employees, officers, agents or directors of such affiliate or third parties. In addition, if Stribling becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Stribling or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
- C. MATTERS NOT COVERED BY ARBITRATION.** Customer agrees that Stribling does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, neglect, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to Stribling's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for rescission or damages Customer may have arising out of, relating to, or in connection with Stribling's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Stribling or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorney's fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claim in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Stribling, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Stribling shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
- D. ARBITRATION FORUM AND RULES.** The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi), then in the county where such facility is located. All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 4 above, to the extent permitted by applicable law.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH STRIBLING AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT OF LAW (INCLUDING TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.**

If there are problems with this repair visit, we must be contacted immediately in order to expedite the follow up procedures

TERMS: STRICTLY CASH, APPROVED ACCOUNT

I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Stribling Equipment, LLC (Stribling) as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth on the reverse side of this form, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and binding arbitration provisions. Customer authorizes the repair to be performed along with the use of necessary materials. Stribling employees may operate equipment for purposes of testing, inspection or delivery, at Customer's risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Stribling assumes no responsibility for loss or damage by theft or fire to equipment placed with Stribling for storage, sale, repair or while field testing.

Customer Signature:

Misc Charges

Mileage

Parts

Labor

Sublet

Environmental Supplies

Taxes

Total 22,244.86

Please Remit Payment To:

Please Refer To Your PowerPlan

Statement For

Payment Instructions

!!!!RECEIVE THIS INVOICE BY EMAIL!!!!

EMAIL US AT



Bill-To

Owner

V.I.N T0700JX173343

Customer Unit #

Make JOHN DEERE

Model 700JLGP 2008 J

Main Engine S/N PE6068L072547

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12/3/2020

Date In	Spn ID	Unit ID #	Hours	Bill Type	Terms	Writer	Reviewer
11/12/2020	999	129977	0	SR	NET10		243019

Job #1 S/JD-REPAIR

SHOP/JOHN DEERE - REPAIR

Condition INSTALL UNDER CARRIAGE

Cause

Correction

PULLED MACHINE INTO THE SHOP AND SUPPORTED MACHINE. REMOVED OLD TRACK ASSEMBLIES FROM THE MACHINE. REMOVED ROLLERS AND IDLERS FROM THE MACHINE. INSTALLED NEW ROLLERS, IDLERS. EXTRACTED BROKEN BOLTS FROM THE SPROKET SEGMENTS AND INSTALLED NEW SPROKET SEGMENTS. INSTALLED NEW PADS ON NEW RAILS TORQUE TO SPEC. INSTALLED NEW TRACKS AND ADJUSTED.

3023/1507

Qty	Item	Description	Price	Extended
		TECHNICIAN LABOR		2,761.00
1	024D/T177309	Bar		
-1	024D/T177313	Plate		
4	024D/TY27373	Grease		
4	024D/40M7048	Snap Ring		
56	024D/19M8295	Cap Screw		
4	024D/R73290	Washer		
4	024D/19M7759	Cap Screw		
12	024D/24M7097	Washer		
8	024D/T179073	Cap Screw		
1	024D/T177313	Plate		
2	024U/CR5202-39	TRACK CHAIN		
78	024U/CR4392-24	PAD		
304	024U/9G3110	BOLT		
304	024U/1M1408	TRACK NUT		
2	024U/CR4799	TOP ROLLER GRP		
8	024U/CR6152	S/F ROLLER		
6	024U/CR6153	D/F ROLLER		
24	024U/8T0281	BOLT		
56	024U/5P8247	WASHER		
2	024U/ID3131	Segment Group 700J S/N 141348-		
46	024U/6V5844	BOLT		
2	024U/ID2164	FT IDLER ASSY		
0	DIAG	DIAGNOSTIC CONNECTION		
1	FRT	FREIGHT CHARGES		

Condition Labor 2,761.00 Condition Parts 12,048.61 Condition Sum 14,809.61



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Misc Charges
Mileage
Parts
Labor
Sublet
Environmental Supplier
Taxes

Total 16,397.92

Please Remit Payment To:

Customer Signature: _____

!!!!RECEIVE THIS INVOICE BY EMAIL!!!!

EMAIL US AT:



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Job #1 S/JD-REPAIR

SHOP/JOHN DEERE - REPAIR

Condition

LOSS OF OIL PRESSURE

Cause

Correction

added 1.5 gallon of engine oil, ran machine to 186°F oil pressure reads 13-15 psi. removed and cut open oil filter found traces of metal flake. removed engine, pulled pan and random crank and rod caps found damage to bearings, inspected cooling package and noticed it was stopped up on the outside with dirt and grime unable to flow air properly past cooling fins, removed and cleaned cooling package. arco mechanic stoped by and inspected engine, replaced engine at 9020.00 hours.

Qty	Item	Description	Price	Extended
		TECHNICIAN LABOR		3,750.00
1	024D/AT221302	Hydraulic Hose		
3	024D/TY26101	Cleaning Solvent		
2	024M/34790	TERI TOWELS		
1	024D/AT346594	Fluid Kit		
2	024D/TY26673	Plus-50 II Oil 15W40 CK4/SN		
1	024D/SE502137	Diesel Engine Reman		
-1	024D/SE502137-CORE	CORE - PE6068L072547		
1	024D/R502814	Gasket		
2	024D/R123226	Seal		
1	024D/R521205	Tube		
2	024D/R123226	Seal		
0	024D/R502814	Gasket		
7	024D/TY26575	COOL-GARD		
8	024D/TY26661	Break-In Plus Oil 10W30		
1	024D/SE502137-CORE	CORE - SE60681128652		
0	DIAG	DIAGNOSTIC CONNECTION		
1	FRT	FREIGHT CHARGES		
1	FRT	FREIGHT CHARGES		

Condition Labor

Condition Parts

Condition Sum

20,314.94



Payment Due Date
09/21/2020
Amount Enclosed

*** BALANCE SUMMARY		
Balance Type	Minimum Required Payment	New Balance
REGULAR PROMOTION		
TOTAL	1,872.79	22,279.50

Please Make Checks Payable To:



☐ Please check here for Address/Phone Corrections on reverse side.

Account Number

Customer Phone #



For Customer Inquiries, Call:

Page 1 of 1

Account Number	Available Credit
PREFERRED	REGULAR

Date of Transaction	Date Posted	Invoice #/ Reference	Description	Amount
08/03	08/03		PREVIOUS BALANCE ... PURCHASE PAYMENTS AND OTHER ADJUSTMENTS ** FINANCE CHARGE ** LOST OR MISSING INVOICE COPIES CAN BE OBTAINED THROUGH YOUR DEALER.	
ACCOUNT BALANCE SUMMARY				
REGULAR .00				PROMOTION

Purchases, Returns and Payments made just prior to the statement date may not appear until next month's statement

Statement Date	Previous Balance	Payments/Credits	Purchases/Debits	FINANCE CHARGE	New Balance
09/01/2020					= 22,279.50

No. of Days	Average Daily Balance	Daily Periodic Rate	ANNUAL PERCENTAGE RATE	FINANCE CHARGE	To avoid additional finance charges, pay by the Payment Due Date of:	Past Due
31		PROMOTION			9/21/2020	Minimum Required Payment