

BID SUBMITTAL FORM
Alabama County Joint Bid Program
BID ITEM – MINI TRACK-MOUNTED EXCAVATOR - OPTION E-1

Company Name: Cowin Equipment Company Inc

Address: 4325 Northern Blvd
Montgomery Al 36110

Bid Submitted by: John Edwards
(Name of company representative)

Title: Governmental Sales Manager E-mail address: jedwards@cowin.com

Phone: 850-685-7055 Fax: 334-834-2272

By submitting this bid, we agree:

Initials

The equipment model number identified below meets the bid specs for this bid item

JE

That the bid price will be honored for all counties for the period from **January 1, 2026** to **June 30, 2026**.

JE

The equipment will be delivered at the bid price to all counties participating in the joint bid program

JE

The company representative listed above will be the contact person for purchasing this bid item under the joint bid program

JE

The bid is accompanied by a current catalog or model specification document for the model number identified below

JE

The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications

JE

The bid includes the E-Verify documentation required by Alabama law

JE

We comply with, and if awarded the contract, we will comply with, the requirements of Section 41-16-50 and Sections 41-16-160 to -166, Code of Alabama 1975.

JE

If awarded the bid, a performance bond will be provided upon request

JE

The bid documents include the **Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine**

JE

MINI TRACK-MOUNTED EXCAVATOR - OPTION E-1

Total Bid Price for Standard Machine: \$ **\$60,232.00**

(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs)*

Freight Preparation and Delivery: \$ **\$1,250.00**

(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ **\$65,164.00**

Equipment Model #: **Takeuchi TB240**

Description: **Mini Track Excavator**

Signature of company representative submitting bid: *John Edwards*

Title: **Governmental Sales Manager**

* **NOTE:** Award will be made based on the total cost of the **Standard Machine**. The total cost of the standard machine is to include freight preparation, delivery and standard warranty cost. Freight preparation and delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

BID SUBMITTAL FORM: OPTION COST SHEET MINI TRACK-MOUNTED EXCAVATOR - OPTION E-1

By submitting this bid, we agree:

To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine*

JE

The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with **any available Options** for the Standard Machine

JE

Equipment Model #: Takeuchi TB240

Description: Mini Track Excavator

Signature of company representative submitting bid: John Edwards

Title: Governmental Sales Manager

***Note:** The percent difference between the Manufacturer's Suggested Retail Price Sheet (MSRP) for the standard machine as specified by these **Bid Specifications** and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation and delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

BID SPECIFICATIONS FOR MINI TRACK-MOUNTED EXCAVATOR - OPTION E-1

GENERAL

These specifications shall be construed as the minimum acceptable standards for a track mounted hydraulic excavator with long undercarriage. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturers' equipment. The excavator must be a new current production model and shall meet or exceed all EPA and other applicable standards at the time of manufacture.

Use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of the counties participating in this joint bid.

BID SUBMITTAL FORM

Each bidder must submit his or her bid on the bid submittal form included in the invitation to bid package. All written warranties to be submitted shall be attached to the bid submittal form.

BID PRICE

The price bid shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

MANUALS

Each unit shall be provided with one (1) copy of the operator's manual, one [1] repair manual, and one (1) copy of the current parts manual. Units will not be accepted for delivery until the manuals as outlined above are received by the purchaser.

REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 7,500 hours of use for the piece of equipment. If any replacement parts are not delivered within three (3) working days of an order being placed, the bidder will deliver an equivalent machine for the county to use at no cost to the county until such time as the parts are delivered to the county so it can affect repairs to its machine.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty. Warranty shall include service response time of maximum of 36 hours within notification by county.

Yes No

Page# _____

or

Attachment

WEIGHT

Minimum 8,500 lbs. with cab; 8,000 lbs. with canopy only

Yes No
Page # 4

ENGINE

Minimum 130 cubic inch displacement diesel engine capable of a minimum 35 net horsepower.

Yes No
Page # 4

UNDERCARRIAGE

Track length shall be minimum 5'.

Yes No
Page # 5

Track shoe width shall be minimum 13"

Yes No
Page # 2

Minimum four (4) track rollers per side.

Yes No
Page # 5

Unit shall be equipped with continuous rubber tracks.

Yes No
Page # 2

CAPACITIES

Fuel Tank Capacity – 14 gallon minimum

Yes No
Page # 4

Hydraulic Tank Capacity – 9 gallon minimum

Yes No
Page # 4

DIMENSIONS

Reach at ground level – 17' minimum

Yes No
Page # 5

Bucket breakout force – minimum 9,500 lbs.

Yes No
Page # 4

Stick digging force – minimum 4,000 lbs.

Yes No
Page # 4

BUCKET:

Standard with no bucket. Buckets will be considered optional attachments.

HYDRAULICS

Hydraulic pump output shall be a minimum of 30 GPM

Yes No
Page # 4

BLADE

Power Angle Blade with Float and Bolt-on Cutting Edge
To be offered as an option

Yes No
Page # 2

CAB

Enclosed ROPS cab:

Yes No
Page # 2

Heater

Yes No
Page # 2

Factory installed air conditioning

Yes No
Page # 2

AM/FM radio

Yes No
Page # 2

Defroster

Yes No
Page # 2

INVITATION TO BID HEAVY EQUIPMENT

NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that the Association of County Commissions of Alabama, which administers the Alabama County Joint Bid Program on behalf of Alabama's county governing bodies, shall receive and open bids for the purchase of zero (0) or more items of heavy road equipment at its office located at 2 North Jackson Street, Montgomery, Alabama, at **10:00 a.m. on Tuesday, November 18, 2025**. Bid specifications are available at <http://www.alabamacounties.org/heavy-equipment/> for each of the following items:

Track Mount Excavators
Compact Excavators
Mini Track Excavators
Wheeled Excavators
Highway Speed Truck Excavators
Motor Graders
Wheel Loaders
Heavy Duty Dump Chassis
Lowboy Tractors
Lowboy Trailers
Half Round End Dump
Skid Steer Loader and Attachments
Ride-on Industrial Boom Mowers
Rubber Tire Roller
Vibratory Roller

One-man Pothole Patchers
Trailer Mount Mastic Patcher/Crack Sealer
Trailer Mounted Patcher – Diesel
Trailer Mounted Patcher – Air Compressor/Tools
Chip Spreader
Asphalt Distributor
Asphalt Milling Attachments
Asphalt Storage Tanks
Backhoes
Bulldozers
Dump Bodies
Road Wideners
Ride On Industrial Boom Mowers

Time is of the essence in submitting bids and only bids received in the Association office by 10:00 a.m. Central Time on Tuesday, November 18, 2025 will be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

NOTICE OF BID OPENING PROCEDURES

All bids for Heavy Equipment will be opened and the name(s) of the bidders read aloud on the morning of the bid opening on Tuesday, November 18, 2025 at 10:00 a.m. at 2 North Jackson Street, Montgomery, AL. The specifics of each bid submitted will be compiled by the Association staff thereafter and will be available, upon written or emailed request, one week after the bid opening. Requests should be emailed to jointbid@alabamacounties.org.

THE INVITATION PACKAGE

The invitation package for each item to be bid includes: this invitation to bid, the written bid specifications for the particular item of heavy road equipment, and a Bid Submittal Form to be used in submitting a bid for that particular item. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact Kenya Howard in the Association office by mail, fax, or e-mail (jointbid@alabamacounties.org) to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening. Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addendum.

PREPARING AND SUBMITTING BIDS

All bids must be typed or handwritten in ink on the attached Bid Submittal Form. **The completed Bid Submittal Form shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.**

Bids submitted in pencil and bids not submitted on the Bid Submittal Form **will not** be considered. All bids shall include a current catalog or model specification document for the equipment model number being offered for consideration. Bids submitted without such documentation **will not** be considered. Only information contained on the attached Bid Submittal Form and in the model specification document will be considered in evaluating bids.

Each separate requirement in the bid specification includes a block for indicating whether or not the item bid meets the specification. The bidder shall indicate compliance with each requirement by checking "Yes" or "No" in the block to the right of each bid specification. In addition, the bidder shall indicate the page number in the supplied manufacturer's equipment literature on which compliance with the specification can be verified. Failure to complete this portion of the bid form may result in the subject bid not being considered.

Each bid for one of the heavy equipment items included in the bid package must be submitted on the Bid Submittal Form for that item and forwarded in a separate envelope with the bid item and item number clearly identified on the outside of the envelope. Envelopes containing a "no bid" shall also include the words "NO BID" on the outside of the envelope. Facsimiles and e-mails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the Association office prior to the bid opening. Bids received after the deadline will be returned unopened.

The County Joint Bid Program reserves the right to require a performance bond from successful bidders as permitted under Alabama law. However, **no bid bond is required for this bid offering.**

All bids should be mailed or hand-delivered to:

**ATTN: Alabama County Joint Bid Program
Association of County Commissions of Alabama or ACCA
2 North Jackson Street, FL 7, Montgomery, Alabama 36104 (Physical Address)
P.O. Box 5040, Montgomery, Alabama 36103 (Mailing Address)**

BID SPECIFICATIONS

Please note that each piece of heavy equipment available for bid may include several different sizes and categories of machines. You should read each set of specifications very carefully as the differences vary depending upon the piece and size of equipment.

The award will be based on the total cost of the **Standard Machine** bid by the lowest responsible bidder. Each Bid shall include a **Manufacturer's Suggested Retail Price Sheet (MSRP)** for each machine bid. The percent difference between the Manufacturer's Suggested Retail Price (MSRP) for the standard machine as specified by these bid specifications and the actual price bid by the vendor will be calculated and that percentage discount shall be applied to any options an individual county may choose to add to the machine.

Both parties agree that the Vendor SHALL extend to ALL counties purchasing this equipment any factory discounts, incentives or rebates that become available during the Contract Period; provided that there are no alterations from the bid specifications for this item required in order to receive the discount, incentive, or rebate. FURTHER, BOTH PARTIES AGREE THAT THE VENDOR SHALL EXTEND TO ALL COUNTIES PURCHASING THIS EQUIPMENT THE SAME PURCHASE PRICE AND DISCOUNTS AS THEY ARE AWARDED ON ANY OTHER NATIONAL PURCHASING COOPERATIVE APPROVED BY THE DEPARTMENT OF EXAMINERS OF PUBLIC ACCOUNTS FOR USE BY ALABAMA COUNTIES.

Once the bids have been awarded, any county participant purchasing under this program may, at its discretion, add any of the vendor's available options at the same discount off the Manufacturer's Suggested Retail Price Sheet as was applied to the Standard Machine Price Bid.

Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the counties participating in the joint bid program.

ACQUISITION AND FINANCING OPTIONS

The awarded Vendor will provide the equipment, including any options required by the purchaser, at the awarded price as contracted through the Joint Bid Program. The purchaser may secure its own financing to acquire the equipment or execute any financial options available under Alabama law with the awarded Vendor in order to acquire the equipment.

BIDDER QUALIFICATIONS

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid. **Additionally, all bidders shall provide proof that they are in compliance with the E-Verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 *et seq.*). All bidders shall also affirm that they are in compliance with, and will comply with, Alabama's anti-boycott law (Ala. Code § 41-16-5) and anti-economic boycott law (Ala. Code § 41-16-160 *et seq.*).**

BID AWARD

The Houston County Commission will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Houston County Commission. Any and all bids submitted in compliance with this invitation to bid shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law. All bids will be reviewed and evaluated by a committee created for that purpose, which committee will make comments and recommendations to the awarding authority regarding the award. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

The contract period will be six (6) months with an option to renew each six (6) months not to exceed a period of three (3) years under identical price, terms, and conditions upon the mutual consent of the vendor and the awarding authority. Any renewal contract shall be approved in writing by the vendor and the awarding authority no later than **60 days** prior to the expiration of the existing contract.

CONTACT REGARDING BIDS AND INVITATION

Contact initiated by a potential bidder with any county official, county employee, or member of the Association staff shall only be as specifically set out in this Invitation to Bid. Any questions related to the bid or the County Joint Bid Program shall be directed to Association staff in writing under the procedures set out in this Invitation to Bid. Additionally, a bidder may contact the Association in writing to request an appointment to review bid specifications following the bid opening. However, there shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award. Any contact other than as set out here shall be deemed as an attempt to unduly influence the bid award, and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

Any questions or problems related to downloading or obtaining copies of this Invitation to Bid should be directed to **Kenya Howard** at jointbid@alabamacounties.org or **334-263-7594**.

Any other questions or requests for additional information regarding this invitation or the bid specifications shall be submitted **in writing** no later than five (5) days prior to bid opening to:

**ATTN: Patrick McDougald
Association of County Commissions of Alabama
P.O. Box 5040
Montgomery, Alabama 36104**

OR

**Patrick McDougald
Email: pattymackdaddy@gmail.com**

TB240

Compact Excavator

Width: 5' 8.5"
Maximum Dig Depth: 11' 4.4"
Bucket Digging Force: 9,959 lbs.
Horsepower / RPM: 35.8 / 2,200
Boom Swing: Left 76°/ Right 58°
Safety features include: Travel alarm, retractable seat belt Two speed travel with automatic shift down control lockout, pilot accumulator, and Reinforced arm w/ Integrated thumb mount
TFM hardware standard equipment, service included through the standard warranty period (Canopy: sn 124001379~ / Cab: sn 124001483

Color gauge panel with multi-function operator information center
High back adjustable suspension seat
Pilot operated joystick control with pattern change valve
EPA Final Tier 4 compliant engine with DPF and engine monitoring system Travel Speed: 1.8 / 3.3 Primary 2-way auxiliary hydraulic circuit w/adjustable flow control system, Track width: 13.8"

Factory Code	Description	MSRP
TB240CR	TB240 Cab Equipped with Rubber Tracks	\$65,164

HYDRAULIC EXCAVATOR **TB240**

TAKEUCHI

From World First to World Leader

COWIN
EQUIPMENT COMPANY

John Edwards
Governmental Sales Manager
850-685-7055
jedwards@cowin.com



Product Features & Specifications

ENGINE

- U.S. EPA Final Tier 4 Compliant
- DOC+DPF Exhaust After Treatment
- Automatic Fuel Bleed System
- Dual Element Air Filter
- Automatic Idle
- Working Modes: Power, Eco, and High Altitude
- Engine Preheat Starting Aid
- High Capacity Radiator
- High Capacity Fuel Filters

ELECTRICAL

- LCD Informational Display (canopy)
- 5.7" Color Multi-Informational Display (cab)
- Sealed Rocker Switches
- 12 volt System with 40 amp Alternator
- Halogen Work Lights: Boom and Side Cover
- Travel Alarm
- Horn

TAKEUCHI FLEET MANAGEMENT

- 2 Year Standard Service
- Minimize Downtime
- Remote Diagnostics
- Utilization Tracking
- Proactive Maintenance
- Control Costs

UNDERCARRIAGE AND FRAME

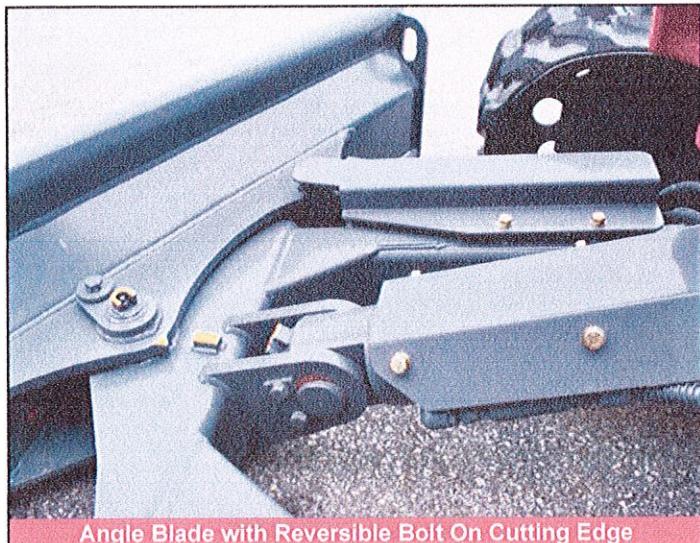
- Triple Flanged Track Rollers
- Two-Speed Travel with Automatic Shift
- High Torque Planetary Final Drive
- Heavy Duty Dozer Blade with Float
- Large Wrap Around Counterweight
- 13.8" Rubber Tracks
- 13.8" Steel Tracks (optional)
- Power Angle Blade with Float and Bolt-on Cutting Edge (optional)

OPERATOR'S STATION

- ROPS / TOPS / OPG (ISO 10262 Level 1) Four Post Canopy
- Deluxe High Back Suspension Seat
- Adjustable Arm Rests
- Proportional Slide Switch for Auxiliary Hydraulics
- 2" Retractable Seat Belt
- 3" Retractable Seat Belt (optional)
- Cab with Air Conditioner, Heat Defrost, Windshield Wiper and Washer, Skylight with Sunshade, AM / FM / MP3 Radio, 12v Power Outlet (optional)

HYDRAULIC & WORKING EQUIPMENT

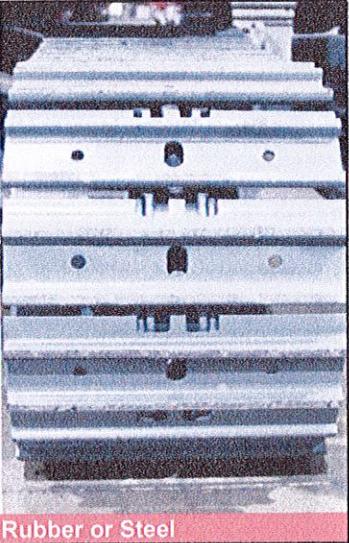
- Variable Displacement, Open Center Hydraulics
- High Capacity Hydraulic Oil Cooler
- Large Hydraulic Reservoir with Fluid Level Sight Gauge
- Cushioned Boom, Arm, and Swing Cylinders
- Main Boom Cylinder Guard
- Hydraulic Pilot Controls
- Proportional Auxiliary Controls with Detent
- Adjustable Auxiliary Flow
- Primary Auxiliary Hydraulic Circuit Plumbed to Arm
- Multiple Attachment Presets
- Flow Selector Valve, Primary Auxiliary Circuit
- Pattern Change Valve (ISO or SAE)
- Pilot Accumulator
- Long Arm with Integrated Thumb Mount
- Dual Pin Position Bucket (optional)
- Mechanical Bucket Quick Coupler (optional)
- Main Pin Hydraulic Thumb (optional)



Angle Blade with Reversible Bolt On Cutting Edge



Track Options - Rubber or Steel



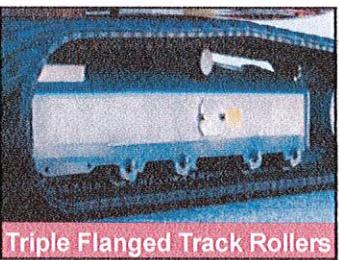
TOUGH, POWERFUL, RELIABLE



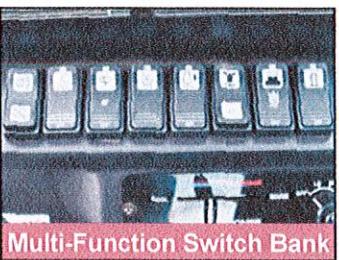
2-Speed Travel w/ Auto Shift



Integrated Anchor Points



Triple Flanged Track Rollers



Multi-Function Switch Bank

Delivering outstanding performance and versatility, the TB240 is one of Takeuchi's most popular conventional tail swing excavators. The TB240 offers steel construction and lockable service access panels, an automotive styled interior, and a smooth and powerful hydraulic system. The TB240 has excellent breakout force, reach and lifting capacity for maximum productivity making it a great choice for the most demanding applications.

Additional features include a DOC + DPF exhaust after treatment system, automatic idle, heavy duty cooling module, and a large wraparound counterweight that protects engine components from damage. The interior offers excellent operator comfort with pilot operated controls, travel controls with large foot pedals, foot operated boom swing, easy to reach rocker switches and a dial throttle control.



Large lockable service hoods provide vandalism protection and outstanding maintenance access.

OPERATING PERFORMANCE

Operating Weight - Canopy	8,570 lb	(3,890 kg)
Cab	8,990 lb	(4,080 kg)
Maximum Bucket Breakout Force	9,959 lb	(4,517 kg)
Maximum Arm Digging Force	4,110 lb	(1,864 kg)
Arm Length	5 ft 3 in	(1,600 mm)
Slew Speed	9.6 rpm	
Traction Force	9,533 lb	(4,324 kg)
Ground Pressure - Canopy	4.4 psi	(30.2 kPa)
Cab	4.6 psi	(31.6 kPa)
Max Travel Speed		
Low Range	1.8 mph	(2.9 km / hr)
High Range	3.3 mph	(5.3 km / hr)

ENGINE

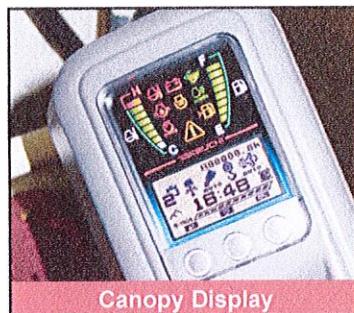
Make / Model	Yanmar / 4TNV88C
Displacement	133.6 cu in (2.2 L)
Horsepower @ 2,200 rpm	35.8 hp (26.7 kW)
Maximum Torque @ 1,430 rpm	102.6 ft-lb (139.1 Nm)

FLUID CAPACITIES

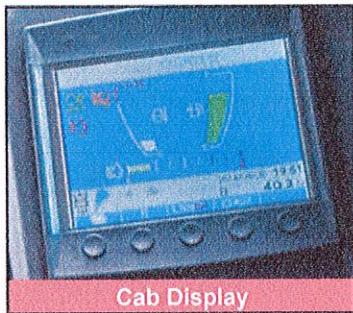
Engine Lubrication	7.8 qt	(7.4 L)
Cooling System	9.5 qt	(9.0 L)
Fuel Tank Capacity	18.5 gal	(70.0 L)
Fuel Consumption (65% of Full Load)	1.2 gal / hr	(4.8 L / hr)
Hydraulic Reservoir Capacity	10.8 gal	(41.0 L)
Hydraulic System Capacity	19.5 gal	(74.0 L)

HYDRAULIC SYSTEM

Total Hydraulic Flow	30.6 gpm	(115.8 Lpm)
Auxiliary Hydraulic Flow	17.1 gpm	(64.9 Lpm)
System Operating Pressure	3,481 psi	(24.0 MPa)



Canopy Display



Cab Display

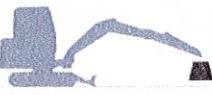


Long Arm with Thumb Mount



Convenient Serviceability

TB240 Lifting Capacities at Ground Level*

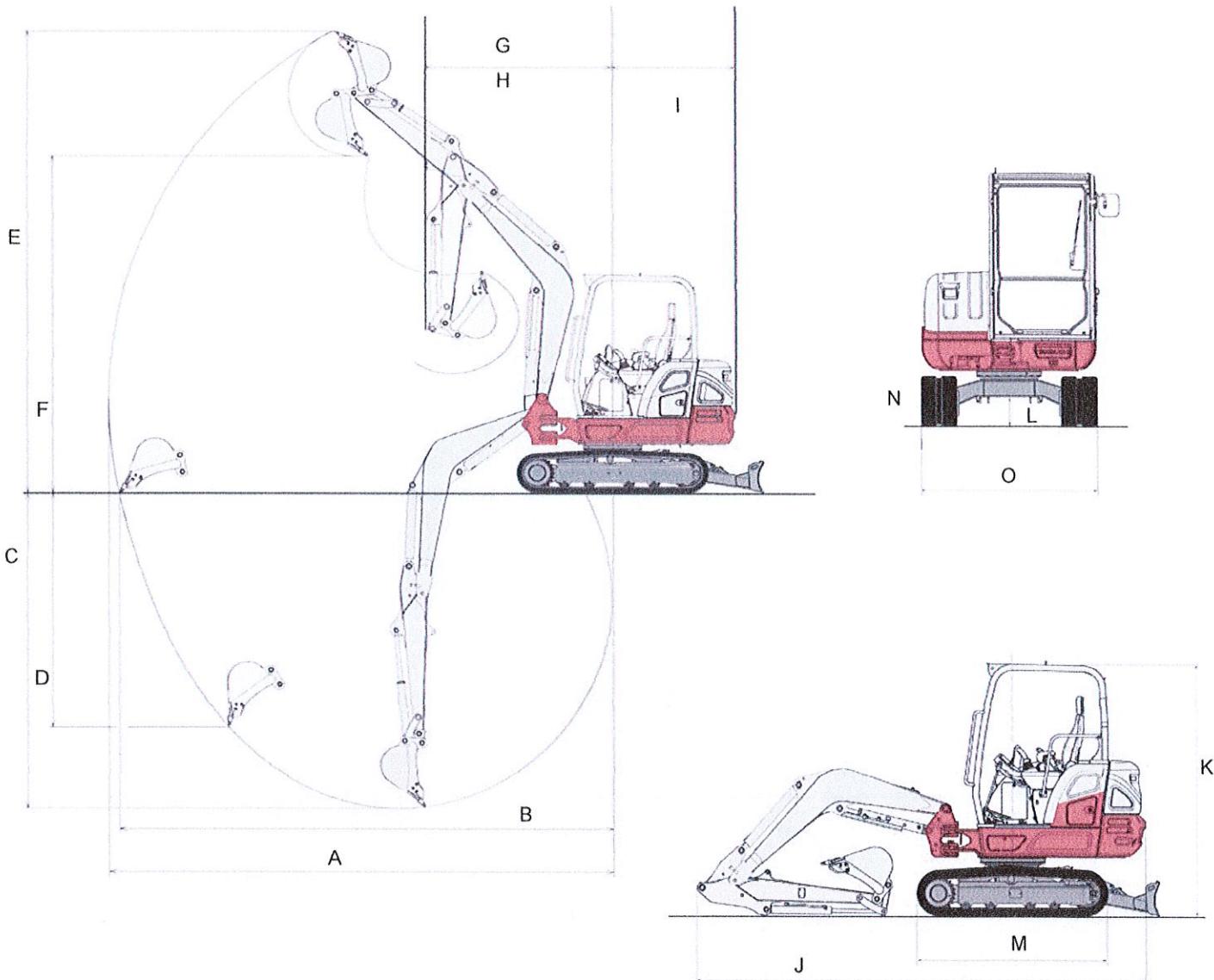
Lift Point Radius from Rotation Axis	9 ft (2,743 mm)	12 ft (3,657 mm)
	Lifting Capacities Over Front, Blade Down	3,683 lb (1,670 kg) 2,462 lb (1,116 kg)
	Lifting Capacities Over Side	2,019 lb (915 kg) 1,356 lb (615 kg)

* Ratings based on ISO10567 and do not exceed 87% of hydraulic lift or 75% of tipping load.

ATTACHMENTS

Takeuchi now offers attachments for all of your Takeuchi equipment. See your authorized Takeuchi dealer for additional information and attachment options.

TB240 Compact Excavator



MACHINE DIMENSIONS

A Maximum Reach	18 ft 2.3 in	(5,545 mm)
B Maximum Reach at Ground Level	17 ft 9.6 in	(5,425 mm)
C Maximum Digging Depth	11 ft 4.4 in	(3,465 mm)
D Maximum Vertical Digging Depth	8 ft 8.9 in	(2,665 mm)
E Maximum Dig Height	17 ft 2.5 in	(5,244 mm)
F Maximum Dumping Height	12 ft 6.7 in	(3,828 mm)
G Front Swing Radius	6 ft 8.2 in	(2,037 mm)
H Front Swing Radius with Boom Offset	5 ft 4.0 in	(1,626 mm)
I Tail Swing (Slew) Radius	4 ft 5.7 in	(1,365 mm)
J Transport Length	16 ft 8.2 in	(5,020 mm)
K Transport Height	8 ft 2.6 in	(2,505 mm)
L Ground Clearance	11.6 in	(295 mm)
M Undercarriage Length	6 ft 11.0 in	(2,110 mm)
N Track Width (Rubber)	13.8 in	(350 mm)
O Undercarriage Width	5 ft 8.5 in	(1,740 mm)



**2 YEAR
2,000 HOUR
FULL MACHINE
WARRANTY**



© 2017 Takeuchi Manufacturing (U.S.), Ltd. All Rights Reserved. Printed in the U.S.A.
In accordance with our established policy of continued improvement, specifications and
features are subject to change without notice. Pictures may show options other than
standard equipment.

(TFM) s/n (CAB) 124001483 ~
FORM: TB240 Compact Excavator Spec Sheet Apr. 2017 - (TFM) s/n (CNP) 124001379 ~

TAKEUCHI
From World First to World Leader

WARRANTY TERMS AND CONDITIONS

1.0 GENERAL WARRANTY INFORMATION

The Takeuchi warranty is a limited warranty that is provided to the retail purchaser in return for consideration paid as part of the purchase price of the product and, in the case of a coverage plan, in return for additional monies paid. The selling dealer must review the warranty coverage with the retail purchaser and obtain a signature on the Delivery Report and Warranty Registration Form. Subject to the terms of the Takeuchi warranty, Takeuchi warrants to the first purchaser that the new Takeuchi machine will be free from defects in material and workmanship for the period set forth below:

- **New Excavators, Rubber Track Loaders, Skid Steer Loaders, and Wheel Loaders** - 24 months or 2,000 machine hours, whichever occurs first.
- **Takeuchi Replacement Parts** - 12 months or to the end of the new machine warranty period, whichever is longer.
- **Batteries** - 12 months, pro rata basis.
- **Takeuchi Attachments and Options** - 12 months (excluding ground engaging attachments).
- **Rubber Tracks** - Takeuchi brand OEM and aftermarket 12 months, pro rata basis (parts only).

The warranty period for all coverage begins at the time that any one of the following conditions are met no matter which occurs first:

- **Unit is sold to a retail customer.**
- **Unit is placed into rental.**
- **Unit accumulates over 100 hours on hour meter.**
- **Twelve (12) months from the Takeuchi invoice due date.**

1.1 RESPONSIBILITY

Takeuchi's Responsibility:

- To provide customers and dealers with high quality and reliable equipment.
- To pay our dealers quickly and fairly for warrantable repairs.
- To analyze failed parts and review warranty claims so that we can take corrective action to reduce warranty incidents and increase customer satisfaction.
- To provide training regarding the maintenance and repair of Takeuchi products.
- To provide quick and easy access to required support information.

Dealer's Responsibility:

- To analyze the customer's needs and specify the right equipment for the application.
- To provide adequate facilities and equipment to properly service Takeuchi products; this includes having all required Takeuchi service tools on hand.
- To employ technicians who are qualified to service Takeuchi products.
- To register equipment promptly when it is placed into service, so warranty coverage is in effect.
- To consider all factors and information when making/submitting a warranty claim and provide all requested information regarding the failure and repair in a timely fashion.
- To determine if the Takeuchi product is under warranty before performing any repairs.

- To repair Takeuchi products in a timely manner.
- To correctly repair Takeuchi products the first time.
- To submit a completed warranty claim online within 30 days of repair date.
- To retain the failed parts for 90 days after payment has been received.
- To perform required updates and modifications in a timely fashion.

Customer's Responsibility:

- To maintain the equipment in accordance with the instructions in the Operator's Manual, and to keep accurate records of this maintenance.
- To operate the equipment in a safe manner that is within the parameters of the designed utility.
- To cease operation of the equipment if a defect occurs so as to avoid extra damage which may be caused by continued operation.
- To deliver the equipment to the dealer so that repairs can be made.
- To comply with all requests for updates and modifications required to be performed on any Takeuchi equipment.

The Takeuchi warranty remains in effect during the warranty period if the owner performs the required maintenance at the recommended intervals outlined in the product Operator's Manual and the unit is operated within its rated capacity. If a defect occurs, either in the material or workmanship, it is the customer's responsibility to cease operating the unit until repairs are made. **DAMAGES OCCURRING FROM CONTINUED USE AND/OR NEGLECT MAY NOT BE COVERED BY WARRANTY.** Owners should contact their local authorized Takeuchi dealer immediately so that repairs can be made. It is the owner's responsibility to return the machine to an authorized repair facility for warranty repairs.

1.2 SECURING WARRANTY SERVICE

Warranty service must be obtained at an authorized Takeuchi dealer location or an approved Takeuchi service center and requested within the applicable coverage period.

- Takeuchi will, during the applicable warranty period, repair or replace at its option any component or parts (except those specified below) that, as delivered to the original purchaser, are defective in material and workmanship. Takeuchi will determine in its sole discretion, whether a defect or failure is covered by this warranty. No charge shall be made to the purchaser for parts and reasonable labor incurred in making the repairs except as otherwise stated below.
- Warranty repairs will be performed by an authorized Takeuchi service center upon delivery of the machine or defective part to the service center. At the time of requesting warranty service, the purchaser must present evidence of the date of purchase of the machine.
- The purchaser shall pay any premium for overtime and additional labor requested by the purchaser, any charge for field service calls, mileage charges, transporting the machine or parts thereof to and from

the place where the warranty is performed and unusual freight charges for the shipment of parts from Takeuchi which the purchaser may request.

1.3 ITEMS NOT COVERED BY WARRANTY

The Takeuchi New Machine Limited Warranty does not cover:

- Any machine which has been altered or modified in a manner which, in the sole judgment of Takeuchi, affects its performance, stability or reliability, including the use of non-approved attachments.
- Depreciation or damage caused by normal wear and tear, failure to properly maintain the machine, improper use or abuse of the machine, collision, fire or accident, vandalism, negligence, or operation beyond rated capacity or specifications.
- Parts or components that are covered by separate and specific warranties, including but not limited to tires and warranties extended by other manufacturers.
- Accident or damage caused by the environment, such as but not limited to: exposure to corrosive or hazardous materials.
- Replacement of wear items, such as but not limited to buckets and bucket teeth, cutting edges, pins, bushings, glass, radios, tires, wheels, and undercarriage components.
- Normal maintenance parts and labor including, but not limited to: replenishment of oils, lubricants, coolants, fluids, hydraulic oil, lights, filters, belts, hoses and fittings.
- Machines not properly registered with Takeuchi when first placed into service.
- Costs associated with pickup and delivery of the equipment, rental of replacement equipment during the repair period, economic loss during the repair, overtime labor charges, travel time, mileage or zone charges and freight charges of replacement parts.

1.4 WARRANTY REGISTRATION

New machine warranty coverage begins when the machine is properly registered. Registration is realized when the registration is initiated online and completed by the Delivery Report and Warranty Registration Form being received and processed by Takeuchi. A machine must be registered when any of the following conditions are met no matter which occurs first:

Unit is sold to a retail customer.

Unit is placed into rental.

Unit accumulates over 100 hours on hour meter.

Twelve (12) months from the Takeuchi invoice due date.

Please note that if the Warranty registration is not received when the machine is put into service, the warranty start date will be determined by the sole judgment of Takeuchi Mfg. U.S. based on invoice paid date, hours, date sold to retail customer or dealer rental fleet in service date. Warranty claims will not be accepted until the proper registration has been received by Takeuchi Mfg. U.S.

The completed warranty registration form must be sent to:

Takeuchi Mfg. U.S. Ltd.
Attn: Warranty Department
519 Bonnie Valentine Way
Pendergrass, GA 30567

1.5 WARRANTY REIMBURSEMENT

Takeuchi provides for warranty reimbursement due to defects in material or workmanship only. Warranty does not include restoring to factory new condition, any machine or portion thereof which has accumulated hours of operation. This includes customer-owned and used equipment still covered by warranty.

With the exception of only a few parts not available through Takeuchi, all Takeuchi warranty repairs must be performed using ONLY genuine Takeuchi new service parts. Installation of non-Takeuchi replacement parts does NOT qualify for warranty reimbursement and can void the machine's warranty.

Under no circumstance may a dealer take a credit against their open account for a pending warranty claim. Additionally, dealers are responsible for making sure that their parts account is maintained according to the Takeuchi Terms and Conditions Agreement. Failure to comply will subject the dealer to interest penalties, terms reduction, or parts termination.

Pre-Authorization: The dealer must obtain email pre-authorization from the Takeuchi Regional Service Manager for repairs to exceed \$3000. Final approval of repairs will be made by Takeuchi upon inspection of failed components. This email authorization should be attached to the warranty claim when submitted.

Parts: Takeuchi will reimburse servicing dealers for parts approved, based on the price in effect on the date the parts are replaced. Takeuchi will reimburse for approved parts used for repair, at 110% of dealer cost. This cost includes any discounts or programs taken to reduce the part cost. All parts replaced under warranty, not recalled by Takeuchi, must be retained by the dealership for 90 days after payment has been received.

Labor: Takeuchi shall reimburse the dealer at 100% of the dealer's posted retail shop labor rate (for in-shop repairs) on file with Takeuchi at the time the warranty claim is entered. Shop labor rates may be adjusted once a year during the second quarter. This retail shop labor rate shall be subject to verification by Takeuchi from copies of actual invoices to customers.

Outside Charges: Specialized repair, such as machine shop, radiator, or air conditioning repair not normally performed at some dealer locations, will be accepted as part of the warranty claim at actual cost. To support the claim, the dealer must explain the parts used and service work performed in the failure description and probable cause section of the warranty claim and submit a copy of the invoice.

Freight: The cost to return warranty recalled parts to Takeuchi will be reimbursed. Freight expense reimbursements are to be filed on a separate claim for all heavy items that have been recalled by the Warranty Department. The dealer is responsible for attaching a copy of the freight invoice to the warranty claim for processing.

Travel: Takeuchi does not reimburse for travel time or mileage. It is the customer's responsibility to deliver a machine to an authorized service center for repairs.

1.6 FILING A WARRANTY CLAIM

In order to receive reimbursement for warranty work per-

formed, dealers and authorized Takeuchi service centers should enter the claim information via the Takeuchi e-commerce website. All claims should be submitted to Takeuchi no later than 30 days from the date of repair.

NOTE: Failure to submit warranty claims in a timely fashion will result in non-payment of requested warranties.

Once the warranty claim is received by Takeuchi, a warranty claim number will be assigned. Dealers should check the Takeuchi e-commerce website to view the status on warranty claims as well as to see which parts (if any) are being recalled by Takeuchi. Any part recalled by Takeuchi will be noted on the web warranty claim. Takeuchi will also notify the dealer of the recall request. Recalled parts not received by Takeuchi within 45 days from request date will result in a DENIED warranty claim.

All recalled parts returning to Takeuchi must contain a copy of the Return Merchandise Authorization (RMA) Form and the return authorization number should be printed on the outside of the box. Failure to enclose a copy of the RMA form or indicating the RMA number on the outside of the box will result in your parts being refused in the receiving department, thus delaying the claim process.

1.7 EXTENDED WARRANTY

Takeuchi offers Power Protection Plans that are available for purchase on all machines during the New Machine Limited Warranty period. These plans are for varying periods of time and varying degrees of coverage, but are subject to the same conditions as the original Takeuchi limited warranty.

1.8 FEDERAL EMISSIONS WARRANTY

Takeuchi Manufacturing will warrant to the initial owner, and each subsequent owner, the emission control system on the non-road diesel engine installed in Takeuchi equipment for the periods of time listed below.

- The emissions warranty period for all engines rated at 19kW (25 HP) or below is 2 years or 2000 engine hours, whichever occurs first.
- The emissions warranty period for all engines rated above 19kW (25 HP) or above is 5 years or 3000 engine hours, whichever occurs first.

Further detail regarding the Federal Emissions Warranty can be found in Takeuchi's Federal & California Emission Control Systems warranty policy.

1.9 POWER PROTECTION PLAN TRANSFER

The Takeuchi Power Protection Plan is transferable on all machines by filling out a transfer form and remitting the warranty transfer fee of fifty dollars (\$50.00) to:

Takeuchi Mfg. U.S. Ltd.
Attn: Warranty Department
519 Bonnie Valentine Way
Pendergrass, GA 30567

1.10 MODIFICATION/SAFETY BULLETIN NOTIFICATION

Takeuchi strives to provide quality dependable equipment. Problem areas sometimes require correction to maintain customer confidence and loyalty. In such instances, Takeuchi may deem it mandatory that such problems be corrected on both customer machines and dealer inventory units at the earliest possible time. Such action is referred to as a field modification.

Dealers will be advised of the exact procedures to be fol-

lowed and reimbursement rates are as follows:

- Modification and safety bulletin notifications will be emailed to the dealer's specified e-mail address provided by each dealer.
- These bulletins will also be available online through the e-commerce website.
- Parts necessary to complete the modification will be made available either via automatic shipment by Takeuchi to the dealer of record or the dealer will be advised to order the required parts.
- All modifications must be performed in an expeditious manner, as time is of the essence.
- All warranty claims for modifications must reference the modification number on the warranty claim.

2.0 TAKEUCHI FLEET MANAGEMENT - TELEMATICS

Takeuchi MFG U.S. Ltd and its affiliates collect, monitor and use certain data from equipment that you have purchased. This data referred to as "Machine Data" is collected, generated and/ or stored in the equipment you have purchased from Takeuchi. Machine Data generally includes data regarding the operation of the equipment, such as measuring multiple engine data points, fuel consumption, oil pressure and other engine performance factors. Machine Data can also include the collection, monitoring and use of data involving how and where the equipment is being used.

Takeuchi collects and uses this Machine Data, among other things, for purposes of providing customer support, marketing, product safety and other general business purposes. The use of Machine Data will enable Takeuchi to better understand how its equipment is being used, which in turn will allow it to research potential improvements and make its products and services even more useful to its customers.

Takeuchi does not generally share Machine Data it collects with other companies, except that Takeuchi may share such information with its suppliers, customers who have purchased such data for a monthly service fee, affiliates, dealerships, business partners and other companies that are performing services for it. Finally, Takeuchi may disclose Machine Data if required by law to do so.

The execution of this contract/bill of sale constitutes permission for Takeuchi to collect, monitor, store and use the Machine Data for the purposes set forth above.

Dealer: Cowin Equipment Company Inc.

Print Name: John Edwards

Signature: _____

Title: Governmental Sales Manager

Date: _____



Company ID Number: 505216

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Cowin Equipment Co Inc

Tracy Womack

Name (Please Type or Print)	Title
Electronically Signed	02/15/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	02/15/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Cowin Equipment Co Inc
Company Facility Address:	2238 Pinson Valley Parkway
	Birmingham, AL 35217
Company Alternate Address:	PO Box 10624
	Birmingham, AL 35202
County or Parish:	JEFFERSON
Employer Identification Number:	630141942