



TRUSS MACHINERY CONNECTIONS, INC

Experience, Integrity and the Power of Connections

Seller's Agreement for Sale of Used Machinery

From: Doug Johnson - Truss Machinery Connections, Inc. ("TMC")

Date: Month-Day, Year

To: Seller Company ("Seller")

Seller Street Address

Seller City, State, Zip

Attn: Seller Contact

We are pleased to confirm the following terms of your Seller's Agreement:

Buyer: Buyer Company ("Buyer")

Buyer Street Address

Buyer City, State, Zip

Attn: Buy Contact

A. Seller's Representations: Seller has full authority to sell this Machinery and agrees to sell Machinery to Buyer free from all liens, encumbrances, restrictions, covenants and with clear title upon payment of the purchase price. Seller acknowledges and agrees that all information, statements, descriptions, photographs, video etc. relating to the Machinery and provided to TMC or Buyer have been and are true and correct in all material respects. Seller will indemnify and hold TMC harmless from and against any and all claims, demands, damages, loss, cost and expense (including attorney fees) arising out of the breach or alleged breach of and of the foregoing representations. Machinery is sold "AS IS, WHERE IS, and WITH ALL FAULTS" with no warranties, other than those which the Seller agrees to provide in writing. All express and implied warranties are disclaimed.

B: Payment: Seller designates TMC as its Collecting Agent to receive the purchase price from Buyer. TMC may withdraw a commission and other amounts due TMC as independent broker for Seller, and shall remit the FOB Price to Seller whereupon TMC shall be discharged of its obligations as Collecting Agent. TMC has no duty or obligation to collect and remit sales, use, excise or other taxes (except for sales in the state of FL); Buyers outside of the state of FL are responsible for remittance of all applicable taxes, fees, and duties if any.

C. Shipping: Upon Seller's receipt of payment, Seller will make the Machinery available for pick-up and will provide all necessary loading. All disassembly and packing of Machinery in preparation of relocation shall be the Seller's responsibility. Any items missing from the initial shipment will be shipped at the Seller's expense.

D: Dispute Resolution: Seller acknowledges that TMC is acting only as a broker for this transaction and that Seller is selling this Machinery to the Buyer. Therefore Seller agrees that TMC is harmless in any dispute arising between Buyer and Seller, and all cost resulting from such dispute. Seller further acknowledges and agrees that if a dispute should arise between the Buyer and Seller relating to the condition, description, or and representations or warranties of any kind relating to the Machinery, that such dispute will be solely between Buyer and Seller, and will not involve TMC whatsoever. Any claim or controversy arising out of this transaction resulting in the involvement of TMC as a party, shall be resolved by a court located in Lake County, Florida, except as otherwise agreed by the parties in writing. Seller agrees to submit to the personal jurisdiction of the courts located within Lake County, Florida for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Florida as they apply to agreements entered into and to be performed entirely within Florida without regard to conflict of law provisions.



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Seller's Machinery Description ("Machinery"):

Title of Machinery

Description on the machinery

Details.....

Details.....

(Item No. xxxxxxx)

FOB Price Seller's Location: \$xx,xxx USD net to Seller

Acknowledgement: Seller acknowledges that the Buyer's offer is subject to a satisfactory inspection of the Machinery before payment is released to the Seller (Buyer may also waive the inspection at the Buyer's discretion). Seller further acknowledges that Seller has read and understands all of the terms and conditions set forth in this document and in the (Legal Terms and Conditions) page of the TMC website and agrees to be fully and duly bound by all such terms. Seller further acknowledges that the terms and conditions will control any and all matters related to TMC or otherwise to this transaction and that such acknowledgement is required to proceed with utilizing the services of TMC and the TMC website.

Please confirm acceptance by having an authorized officer sign below, fax a copy to TMC, and return the original of this document to TMC. This agreement shall be firm and not subject to revocation for thirty (30) days.

Seller: _____

By: _____ Date: _____
(Signature of Authorized Officer)

(Printed Name and Title)