



## Buyer's Agreement for Purchase of Used Equipment

**A. Equipment Condition:** Buyer acknowledges and agrees that all statements, descriptions, photographs, etc. relating to the Equipment are the sole responsibility of the Seller. Buyer has been encouraged to inspect the Equipment and to speak directly with Seller about any questions or concerns that Buyer may have. Equipment is sold "as is, where is" with no warranties, other than those which the seller agrees to provide in writing. All express and implied warranties are disclaimed. roof truss.

**B. Shipping:** Truss Component Services shall deliver to Seller the purchase price due; The seller has agreed to make the equipment ready and available for shipping. FOB the seller's location. Seller will also assist in loading of the equipment. Seller has also agreed to convey a good and merchantable title of the equipment to the Buyer, free and clear of all liens and encumbrances of every nature and description. roof truss.

For equipment sold on an FOB basis, Buyer acknowledges that all risk of loss passes to Buyer upon delivery of the equipment to the freight carrier. Truss Component Services may have acted on Buyer's behalf to arrange shipping, but Truss Component Services will only be responsible for providing a Bill of Lading to the freight carrier and paying, on Buyer's behalf, the quoted shipping charges. Unless Buyer has already done so, Buyer will promptly reimburse Truss Component Services for shipping charges paid by Truss Component Services. roof truss.

**C. Payment:** Buyer shall deliver the purchase price as per invoice to Truss Component Services as collecting agent for Seller. Buyer assumes all responsibility for sales, use or other taxes associated with the sale, if any. roof truss.

**D. Dispute Resolution:** Truss Component Services is harmless in any dispute arising between Buyer and Seller, and all cost resulting from such dispute. Truss Component Services is acting only as a broker in this transaction. Truss Component Services does not own the equipment and is not selling it. Therefore 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 equipment, Buyer acknowledges and agrees that such dispute will be solely between Buyer and Seller, and will not involve Truss Component Services in any fashion whatsoever. Any claim or controversy arising out of this transaction resulting in the involvement of Truss Component Services as a party, shall be settled by the Commercial Arbitration Rules. The arbitrator's judgment may be entered in any court having jurisdiction thereof. The place of arbitration shall be the city of Harrison, Boone County, AR.

**E: Description of Equipment:**

**F: Price:**

**G: Signature:**

H: **Date:**