



## Seller's Agreement for Sale of Used Equipment

A. **Seller agrees** to deliver the listed equipment to buyer free from all liens, encumbrances, restrictions, covenants and with clear title. Seller will provide to Truss Component Services with accurate specifications and detailed information for use in listing the equipment on [www.TrussPE.com](http://www.TrussPE.com) website. Equipment is sold "as is, where is" with no warranties, other than those which the seller agrees to provide in writing. Truss Component Services is not responsible for freight or taxes related to the equipment. Truss Component Services has no duty or obligation to collect and remit sales, use, excise or other taxes. Seller will indemnify and hold Truss Component Services harmless from and against any and all claims, demands, damages, loss, cost and expense (including any attorney fees) arising out of the breach or alleged breach of and of the foregoing agreement. roof truss.

B. **Shipping:** Seller upon receipt of purchase price agrees to make the equipment ready and available for shipping. Seller will also assist in loading of the equipment. roof truss.

C. **Payment:** Seller designates Truss Component Services as its collecting agent to receive the purchase price from the buyer. Truss Component Services may withdraw earned commissions and other amounts due to Truss Component Services as an independent broker for the seller. Truss Component Services will remit the net FOB price to the seller before shipment, whereupon Truss Component Services shall be discharged of its obligations as Collecting Agent. roof truss.

D. **Seller agrees** to hold Truss Component Services harmless in any dispute arising between Buyer and Seller, and all cost resulting from such dispute. Truss Component Services does not own the equipment and is acting only as a broker in this transaction. Any claim 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. **Date:**

F **Signature:**