

SURPLUS EQUIPMENT / MATERIAL SALES AGREEMENT

Revised: 04/04/2018 Agreement Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Surplus Equipment/Material Sales Agreement ("Agreement") is entered into as of \_\_\_\_\_\_\_\_\_\_\_Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Seller”), having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”), having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_..

1. **ITEMS TO BE PURCHASED**

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the following surplus equipment/material (collectively the "Items") from the premises where they are located - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - (the “Premises").

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| **ITEM** | **QUANTITY** | **DESCRIPTION** | **PURCHASE PRICE** |
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|  |  | **TAX** |  |
|  |  | **TOTAL** | 0 |

2. **TAXES**

If any excise, sales, use or similar taxes apply to the sale or purchase of the Items and Buyer has not provided Seller with a valid exemption certification, all such taxes (i) shall be in addition to the prices stated in Section 1 above, (ii) shall be the responsibility of Buyer, and (iii) shall be paid to Seller by Buyer no later than the date specified in Section 3 below for payment for the Items.

3. **PAYMENT**

(a)Time is of the essence with respect to Buyer's payment for the Items. Payment shall be by certified check, cashier’s check, or wire bank transfer within 3 days after execution of the contract by both buyer and seller. (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), unless Buyer has made other arrangements in advance and Seller has agreed to such arrangements in writing. Seller acknowledges that Buyer has paid Seller DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) as a down payment, and Buyer shall pay the balance to Seller no later than 4:00 P.M., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payment can be Cashier Check, Money Order, or Wire transfer. If Buyer fails to pay for the Items in accordance with the foregoing, Seller may, at its option, at any time prior to receipt of Buyer's payment in full, cancel this Agreement without notice and without liability to Buyer, in which case Seller shall be entitled to retain as liquidated damages, and not as a penalty, any and all payments theretofore received from Buyer with respect to the Items and to pursue such other remedies and rights to which Seller may be entitled.

(b) Cashier Check or Money Order will be mailed to :

**Anchor ROI LLC 1918 Vernal Glen Circle Spring Texas 77388**

**Attn: Accounting: Darrel Youngblood**

4. **REMOVAL OF THE ITEMS**

(a) Buyer shall be solely responsible for, and shall bear all costs and expenses associated with, the removal of the Items from the Premises, including, but not limited to, the costs and expenses of preparing, dismantling, disconnecting, crating, packing, loading and transporting the Items and the cleanup of all debris occasioned by such removal. Buyer shall use reasonable care in removing the Items, and Buyer shall repair or cause to be repaired any damage caused to the Premises or to any property in the removal of the Items   
  
(b) Time is of the essence with respect to Buyer's removal of the Items from the Premises. Buyer shall remove all of the Items from the Premises no later than 4:00 P.M.CST, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; provided, however, that Buyer shall not be entitled to remove any of the Items until Seller has received payment in full for all of the Items. If Buyer does not remove all of the Items from the Premises by the time and date specified above, Seller may, at its option, either (i) extend the time period for Buyer's removal of the Items by such number of additional days as Seller deems reasonable, in which case Seller may charge Buyer storage fees in such amounts as Seller deems reasonable and Buyer shall pay such storage fees before it shall be entitled to remove any of the remaining Items from the Premises or (ii) consider the remaining Items (including any remaining components of the Items) to have been abandoned by Buyer, in which case Buyer shall lose all right, title and interest in such remaining Items, title to such remaining Items shall revert to Seller, and Seller may retain as liquidated damages, and not as a penalty, any and all payments received theretofore from Buyer with respect to such remaining Items.  
  
(c) The Items shall be subject to inspection by Seller's representatives at the time of removal from the Premises.

5. **SELLER'S WARRANTIES**

(a) Nothing in the course of dealing, course of performance, or usage of trade in connection with this Agreement, its execution or performance shall constitute a warranty of any kind. The Items are sold on an "AS IS, WHERE IS" basis with all faults, and, except for Seller's warranty that it has good title to the Items, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.  
  
6. **TITLE AND RISK OF LOSS**

Title to, and risk of loss of, the Items shall pass from Seller to Buyer upon the earlier to occur of (i) Seller's receipt of payment in full for the Items in accordance with Section 3 above, or (ii) upon Buyer’s commencing the removal of the Items from the Premises in accordance with Section 4 above. Seller shall have no responsibility for safeguarding, maintaining or insuring the Items after title and the risk of loss passes to the Buyer.

7. **INSPECTIONS**

Buyer acknowledges and warrants that, prior to entering into this Agreement, it was offered ample opportunity by Seller to inspect all of the Items.

8. **INSURANCE**

Insurance by Buyer will comply with Seller requirements for on site visits and load out including transportation.

9. **GOVERNING LAW**

**THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCEPT FOR ANY RULE OF LAW OF THE STATE OF TEXAS WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.**

10. **LICENSES, PERMITS AND NOTICES**

(a) Buyer shall obtain and pay for all required consents, approvals, licenses and permits which are in any way related to its purchase and removal of the Items, and Buyer shall give all required notices. Buyer hereby represents and warrants that it has obtained all such consents, approvals, licenses and permits, and Buyer shall furnish copies of the same to Seller upon request.  
  
(b) Unless otherwise specifically provided, all notices and other communications provided for in this Agreement shall be in writing and shall be effective upon receipt.

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| --- | --- | --- | --- |
|  | SELLER | BUYER | |
| Click here to enter text. |  | Click here to enter text. | |
| Address: | Click here to enter text. | Click here to enter text. |
| Attention: | Click here to enter text. | Click here to enter text. |
| Facsimile No.: | Click here to enter text. | Click here to enter text. |

11. **EXPORT COMPLIANCE**

This Agreement may involve the sale of Items which are subject to U.S. or foreign export control laws and regulations. If the Buyer takes delivery of any items in the United States, and the final destination of the Items is outside of the United States; Buyer expressly assumes responsibility for determining licensing requirements and obtaining export license authority. Further, Buyer warrants and represents that: (a) Buyer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of, any of the governments of Cuba, Iran, North Korea, Sudan or Syria; (b) Buyer is not listed on any U.S. government list of restricted parties, or owned or controlled by a restricted party; (c) Buyer will not sell, transfer or otherwise re-export the Items, directly or indirectly, to the above-mentioned countries or to citizens, nationals or permanent residents of those countries; (d) Buyer will not use the Items and will not allow the Items to be used for any purposes prohibited by U.S. export laws and regulations; and (e) Buyer has in place procedures in place to ensure compliance with the foregoing.

12. **ENTIRE AGREEMENT**

This Agreement, as to its subject matter, exclusively and completely states the rights and duties of the parties, sets forth their entire understanding and merges all prior and contemporaneous representations, promises, proposals, discussions and understandings by or between the parties. It may be amended only by an addendum or another written agreement duly executed by the parties.

Each of the parties therefore has caused this Agreement to be executed by its duly authorized representative.

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|  |  |  |
| (Printed or typed name) |  | (Printed or typed name) |
| Title: |  | Title: |
| Date: |  | Date: |