

USED EQUIPMENT SALES AGREEMENT ("Agreement"), entered into this ___ day of _____, 2016, between **Metalsa Australia Pty Limited.**, ("Seller"), and _____ a _____ ("Buyer").

Seller agrees to sell and Buyer agrees to buy the following used materials or equipment (individually or collectively referred to as the "Used Equipment") in the quantities and at the prices (the "Purchase Price") described below:

Lot	Used Equipment	Purchase Price

Seller and Buyer agree that all Used Equipment to be sold under this Agreement is sold on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis. SELLER MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT. Buyer assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Used Equipment. Seller will have no liability with respect to the Used Equipment sold to Buyer, including having no liability for indirect, incidental or consequential damages.

Buyer indemnifies Seller and holds Seller harmless against all liability or loss of all persons for injury, sickness, and/or death and for property damage caused by the Used Equipment or by hazardous chemicals or other hazardous material on or in them and in no event will Seller be liable for indirect, incidental or consequential damages.

Seller
Metalsa Australia Pty Limited

By: _____
Title: _____
Date: _____

Buyer
Company name

By: _____
Title: _____
Date: _____