



Air Compressor Exchange

29102 Glenwood Rd Perrysburg Ohio 43551 800-531-1135 419-666-8236-Fax



Air Compressor Exchange Buyer / Seller Agreement

Type of Equipment (circle the appropriate choice):

1. New Equipment Purchased from ACx directly
2. Used/reconditioned equipment purchased directly from ACx
3. Brokered equipment (either new or used)

We, the undersigned, agree to the following regarding the sale/purchase of used and/or rebuilt (re-conditioned) equipment listed for sale on the Air Compressor Exchange, Ltd., hereafter known as ACx, website.

It is understood by both the buyer and seller that ACx is acting as broker in this transaction. It is further understood that ACx is receiving a percentage of the sale price to act in this capacity.

ACx, in its capacity of broker, offers no warranty on the listed equipment. Any warranty for listed equipment originates with the seller and only the seller is liable for any repairs under said warranty. Seller will, in all cases where a warranty is offered, provide said warranty in writing. ACx, while always available for consultation in warranty matters, will not act as arbiter in the unlikely event of a dispute.

Payment for purchased equipment will be made to ACx, ltd. Who will deduct their commission and forward the balance on to the seller. Buyer understands that Seller's identity and location will be disclosed after payment is received for purchased equipment. The Buyer agrees to abide by all terms negotiated with both the seller and those with ACx on behalf of the seller.

Seller agrees to misrepresent neither the condition nor the technical specifications of the equipment listed on the ACx website. In the case of equipment assembled from two or more machines, this must be disclosed along with the approximate age of the machines involved.

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ACx Buyer / Seller Agreement Continued:

Buyer is aware that they are solely responsible for shipping. While ACx will happily arrange for shipping it is the responsibility of the buyer to notify both the seller and ACx of any special shipping requirements (i.e. flat bed service, expedited service, tailgate service, etc.). In the absence of special instructions, ACx, if called upon, will arrange for the least expensive shipping using standard lead times. Further, in the event of shipping damage, the buyer is responsible for filing the appropriate claims. Once again, ACx will be happy to advise in the these matters but bears no responsibility for the actions of the freight company. Freight damage has no bearing on any warranty either expressed or implied.

Finally, all parties to this transaction are expected to bargain in good faith. ACx firmly believes that we still live in a world where a handshake is important. The internet has made this more important than ever.

Buyer:
Signature _____, Date _____

Name (print) _____ Company _____

Seller:
Signature _____, Date _____

Name (print) _____ Company _____

ACx Representative:
Signature _____, Date _____

Name (print) _____ Company _____