



Purchase Order Used Equipment Acceptance by Seller

To: The Truss Co. ("Seller")
555 N. Broadway
Rochester, AL 23456
Attn: Bill Baker

From: Jay Halteman - Wood Truss Systems, Inc., Independent Broker ("WTS")

Date: February 2, 2006

Please confirm your acceptance of the terms of the following Purchase Order:

Buyer: Bay Truss ("Buyer")
555 Brookside Drive
Richmond, VA 01234
Attn: Bob Evans

Equipment Description (based on information provided by Seller): 1999 Auto Omni Component Saw - 5-blade s/n AO990185, The saw has been well maintained, and kept to standards that allow precise calibration, includes waste conveyor with shaker side pans, Matthews ink jet, all available spares.

FOB Price Seller's Location: \$xx,xxx

Condition Specified by Seller: Good

Payment Terms: Seller designates WTS as its Collecting Agent to receive the purchase price from Buyer. WTS may withdraw commissions and other amounts due WTS as independent broker for Seller, and shall remit the FOB Price to Seller whereupon WTS shall be discharged of its obligations as Collecting Agent.

Shipping: Upon Seller's receipt of the purchase price, Seller will make the Equipment available for pickup and will assist in loading.

Seller's Representations: Seller confirms and represents that: (i) it has good and merchantable title to the Equipment, and will convey the same to Buyer upon payment of the purchase price free and clear of all liens and encumbrances of every nature and description; (ii) all information, descriptions, photographs, and statements relating to the Equipment and provided to WTS or Buyer have been and are true and correct in all material respects; and (iii) WTS has no duty or obligation to collect and remit sales, use, excise or other taxes; Buyer is responsible for remittance of all applicable taxes, fees, and duties if any. Seller will indemnify and hold WTS harmless from and against any and all claims, demands, damages, loss, cost and expense (including attorney fees)

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arising out of the breach or alleged breach of and of the foregoing representations.
(iv) The Equipment is sold "AS IS". Seller disclaims all warranties, express or implied.

WTS Acting as Broker Only; Dispute Resolution: WTS has expended considerable time and effort to bring the Buyer and Seller together, and is serving as a broker only. WTS 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 any representations or warranties of any kind relating to the Equipment, Seller acknowledges and agrees that such dispute will be solely between Buyer and Seller, and will not involve WTS in any fashion whatsoever. Any controversy or claim arising out of or relating to this transaction and which involves WTS as a party shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by one arbitrator, and the place of arbitration shall be Indianapolis, Indiana.

Please confirm that these terms accurately reflect your acceptance of the above described Purchase Order by having an authorized officer sign below, fax a copy to WTS, and return the original of this document to WTS. Acceptance shall be firm and not subject to revocation for thirty (30) days.

Seller: _____

By: _____ Date: _____
(Signature of Authorized Officer)

(Printed Name and Title)