

BROKER AGREEMENT

This Broker Agreement requested by BUYER on: _____

By and Between:

Hereinafter referred to as "BUYER".	FESCO Direct LLC PO Box 1834 909 Blackstone Ave Waukesha, WI 53187-1834 United States of America (800) 880-7350 Hereinafter referred to as "FESCO".
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The person or company listing the used equipment with FESCO is hereinafter referred to as "SELLER".

BUYER acknowledges that FESCO lists used equipment for sale as a 3rd party broker. Equipment listed on FESCO's website is not owned by FESCO, and is listed for sale by SELLER, through FESCO, on a consignment basis, and according to the instructions established by SELLER. The purpose of this BROKER AGREEMENT (the "AGREEMENT") is to set forth in writing the parties' understanding and the parties' agreement regarding commissions to be paid by BUYER to FESCO for FESCO's brokerage services.

In consideration of the services performed by FESCO including, but not limited to, FESCO's procurement of used equipment listings for sale and the time and expenses associated with locating, procuring, and maintaining a database of used equipment listings and providing confidential listing information to BUYER, including the location, owner or other identifying information relating to the used equipment, and for the mutual promises and covenants contained herein, BUYER agrees as follows:

- (1) The term of this AGREEMENT shall be three (3) years from the date BUYER signs below.
- (2) FESCO shall arrange to provide information requested by BUYER to evaluate and inspect FESCO's used equipment listings.
- (3) All negotiations and communication between BUYER and SELLER regarding used equipment listings, purchase of used equipment or services related to used equipment listed by FESCO shall be administered by FESCO.
- (4) When any agreement is reached between BUYER and SELLER where BUYER is ready, willing and able to buy the used equipment for a specified purchase price (the "TRANSACTION"); BUYER shall pay to FESCO a non-refundable commission, as further set forth below:
 - Commission to FESCO is payable immediately when BUYER is ready, willing and able to purchase the used equipment for a specified purchase price.
 - Depending on the terms of consignment and the final terms of negotiated sale, the commission to FESCO may be built into the final sale/purchase price of the used equipment, or itemized separately for payment by BUYER. In certain cases, payment may be itemized to the SELLER, as the parties may agree.
 - The commission amount that BUYER shall pay to FESCO will be determined by the terms of consignment and/or the final terms of the negotiated TRANSACTION between BUYER and SELLER. The commission amount paid to FESCO is confidential and may not be disclosed without prior written consent of FESCO.
 - In the event no successful TRANSACTION is negotiated between BUYER and SELLER, no commission is due to FESCO.

- (5) BUYER shall not directly contact any SELLER listed on FESCO's website or introduced by FESCO to the BUYER during the term of this AGREEMENT and for a period of one year from the date the term of this AGREEMENT expires, or the date this AGREEMENT is terminated by FESCO. In the event that BUYER directly negotiates any purchase of equipment, new or used, from any SELLER listed on FESCO's website or introduced to BUYER by FESCO within one year after the date the term of this AGREEMENT expires, or the date this AGREEMENT is terminated, BUYER shall pay FESCO a commission as further set forth below:
 - BUYER shall notify FESCO of any purchase, prior to completion, of any equipment from any SELLER listed on FESCO's website or introduced by FESCO to the BUYER, for a period of one year following the termination date or expiration of this AGREEMENT.
 - BUYER shall pay FESCO a penalty commission of 35% of the final sale price for each piece of equipment directly negotiated with any SELLER listed with, or introduced to BUYER by, FESCO. This means if the BUYER purchases other equipment from any SELLER, and/or multiple pieces of equipment not included in the initial listing, BUYER shall pay FESCO the commission set forth above for each piece of equipment purchased directly by BUYER from SELLER.

Confirm understanding of section (5). Initial: _____

- (6) BUYER shall not disclose to any third party any information provided by FESCO regarding any SELLER, equipment location or any other confidential information not listed on FESCO's public website.
 - Should Buyer disclose confidential information provided by FESCO to any party that in turn initiates a negotiation or transaction concerning used equipment sales, BUYER shall pay to FESCO a penalty commission of 35% of the FESCO list price or \$25,000 (whichever is greater) for each piece of equipment in which FESCO's brokerage position is compromised.

Confirm understanding of section (6). Initial: _____

- (7) To secure the full and complete payment of commissions due to FESCO under the terms of this AGREEMENT, BUYER hereby grants to FESCO a security interest in all of BUYER's right, title and interest in and to the used equipment that is the subject of the TRANSACTION, now owned or hereafter acquired, and as may be more particularly described in the invoices issued by FESCO in connection with the TRANSACTION.

Confirm understanding of section (7). Initial: _____

- (8) BUYER shall make all deposits, progress payments, and other payments associated with the TRANSACTION to FESCO by one of the approved payment methods listed below. FESCO will verify and confirm the payment and forward funds to the SELLER.
 - Wire transfer is the preferred form of payment. Financial transactions can be immediately processed and the sale will be finalized with minimal delay.
 - Checks are accepted at the sole discretion of FESCO, and the funds must clear the issuing bank before the TRANSACTION may be finalized. BUYER acknowledges that the date equipment may be picked up may be delayed to allow sufficient time for check processing.
 - Credit cards are not accepted on used equipment transaction for any reason.
- (9) BUYER shall not arrange shipping or take possession of negotiated goods or services prior to payment in full of all outstanding invoices, including all commissions due to FESCO, under the terms of the TRANSACTION.
 - FESCO may, at its sole discretion, refuse to provide services on any used equipment transaction until BUYER pays all outstanding invoices and commissions due to FESCO in full.
 - Any payment not made when due shall bear interest at the rate of 1.5% per month on the balance due until the full amount has been paid, unless payment arrangements have been arranged and authorized in writing by a representative of FESCO.
- (10) All equipment and listings provided to BUYER are subject to prior sales and availability.

- (11) FESCO does not warranty or guarantee the used equipment in any way. All used equipment is sold AS IS, WHERE IS, unless other services, warranty and/or shipping are specifically identified in the TRANSACTION or invoices.
 - FESCO makes no representation as to the condition of the used equipment. All information listed by FESCO is provided by SELLER. FESCO shall not be responsible for errors, changes or misrepresentations in information provided by SELLER.
 - Used equipment may be designed and manufactured to varied seismic, wind and structural specifications. BUYER should make necessary arrangements to ensure the used equipment meets the required design specifications of the area in which they will be locating the equipment.
 - It is the BUYER'S responsibility to ensure the used equipment or services negotiated comply with all applicable codes, standards and regulations of areas where used equipment or services will be located.
 - BUYER should physically inspect all used equipment discussed prior to purchase. Costs associated with inspection are the sole responsibility of the BUYER.
 - No oral or written statements or representations shall be binding upon FESCO unless reduced to writing and signed by FESCO's service department or authorized third party (if applicable).

Confirm understanding of section (11). Initial:

- (12) BUYER shall pay all costs and expenses incurred by FESCO relating to the enforcement of this AGREEMENT, including actual, reasonable attorney's fees.
- (13) BUYER agrees to comply with all government laws and regulations affecting this AGREEMENT and the product and/or services negotiated, and will pay all license fees, assessments, sales, use, property, excise and other taxes now or hereafter imposed by any governmental body agency for or on the product and/or services negotiated.
- (14) BUYER agrees to hold harmless FESCO, its agents, servants and employees or otherwise, from and against any and all loss to property, both real and personal, arising out of or incurred in connection with the performance of this AGREEMENT.
- (15) BUYER agrees and promises to take no action which would mislead or misrepresent the scope of the BUYER'S authority, ability to purchase the desired used equipment through cash on hand, financing or other means, or BUYER's desire to purchase the used equipment upon satisfactory inspection and successful negotiation of equipment or services.
- (16) This AGREEMENT, with the exception of (7), (which shall be governed by the laws of the state in which the used equipment is located), shall be governed by the laws of the State of Wisconsin without regard to conflicts of law provisions. Any dispute concerning or relating to this AGREEMENT shall be brought in Waukesha County, Wisconsin.
- (17) This AGREEMENT may only be amended in writing and signed by both BUYER and an authorized representative of FESCO. This AGREEMENT may be terminated prior to expiration of the term only upon thirty (30) days' notice by FESCO.
- (18) Nothing in this AGREEMENT shall be construed to create a partnership, joint venture or principal-agent relationship between the parties. This AGREEMENT establishes a brokerage relationship only.
- (19) This AGREEMENT constitutes the complete agreement between BUYER and SELLER, and supersedes any other written or oral agreement with respect to the subject matter hereof.
- (20) If any term of this AGREEMENT or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remaining terms shall not be affected and shall be valid and enforceable to the fullest extent of the law. If any term of this AGREEMENT is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

This AGREEMENT shall be effective on the _____ day of _____, 20____.

BUYER SIGNATURE: _____

BUYER TITLE: _____

BUYER NAME PRINTED: _____

To complete this agreement:

1. Initial for understanding of sections 5, 6, 7 and 11.
2. Enter the effective date in the last paragraph on page 2 of the agreement.
3. Sign the agreement.
4. Email to sales@fescodirect.com or fax from the US to 888-858-3421. Urgent inquiries call our office after submission at 1-262-349-9436.