



Medical Equipment Solutions
110 N. 13th St.
Beaumont, TX 77702
Office: 409-832-0447
Medequipsold.com

BILL OF SALE FOR EQUIPMENT

THIS BILL OF SALE FOR EQUIPMENT, made as of ____/____/2018 by and between _____ (“Seller”), located at _____ and _____ and **Medical Equipment Solutions** (“Buyer”), located at **110 N 13th St. Beaumont, Texas 77702.**

WITNESETH:

WHEREAS, the Seller and Buyer have agreed to the sale and purchase of the equipment listed in **Purchase Order # _____.**

Whereas, the Seller and Buyer have agreed that the price for the Equipment would be \$ _____ and that the equipment would be made available for Buyer’s removal on or **before** ____/____/2018; and

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- Seller hereby sell, transfers and conveys to Buyer all of Seller’s rights, title and interest in and to the equipment in the attached list in exchange for the payment of \$ _____ payable to: _____ in certified funds.
- Buyer represents and warrants that Buyer is appropriately licensed by the state of Texas, and that Buyer will comply with all applicable laws including, but not limited to, the Texas Food Drug, Device, and Cosmetic Salvage Act, and the Federal Food, Drug and Cosmetic Act.
- Buyer has examined the equipment and purchases the equipment AS IS, WHERE IS AND WITH ALL FAULTS. Seller expressly disclaims all warranties (express, implied or statutory) of any type including but not limited to (a) the implied warranty of merchantability, (b) the implied warranty of fitness for a particular purchase and (c) any warranty regarding the use of the equipment, its design or condition, its quality, capacity or workmanship, the conformity of the equipment to any law, rule, regulation, specification or contract or purchase order relating thereto, or patent infringement. Buyer agrees that he/she shall not seek to have Seller repair or replace the equipment nor provide a refund or credit to Buyer for any reason nor shall Buyer assert any claim or action against Seller arising out of this transaction. Buyer shall assume total responsibility for safe removal of the equipment from Seller’s property and bear responsibility for any damage done to the equipment during removal. All sales are final.

- **Asset Removal:** Buyer is required to remove all items in the lots purchased. All removal shall be at the expense, liability and risk of the Buyer. If the Buyer does not remove an item within the stated removal period, Seller may, at their discretion, deem the asset to have been abandoned by the Buyer and the Buyer will have no further rights with respect to the asset. In most cases, Buyers, outside contractors, including riggers and machinery movers, will not be allowed to work on the Seller's premises until they have provided proper insurance, protecting the Seller from all and any claims resulting from their actions.
- Buyer shall remove all Seller related tags on the equipment before any resale or discarding of the equipment. When applicable, equipment shall be discarded according to the rules and regulations of all of the state and federal regulating authorities.
- **Indemnification:** Buyer agrees to defend, indemnify and hold harmless Seller and its officers, directors, employees, and agents from and against any and all claims, actions, damages, or other liabilities (including reasonable attorney's fees, court cost, and other costs of defense) caused by or arising from any act, error, or omission by buyer or its employees, agents, or assistants.
- Seller for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the request of Buyer, Seller will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may reasonably be requested by Buyer in order to assign, transfer, set over, convey, assure and confirm unto, and vest in Buyer, its successors and assigns, any or all of the property being assigned pursuant to this Bill of Sale.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale for equipment to be executed as of the day and year first written above.

SELLER:

Signature: _____

Date: _____

Print Name: _____

Title: _____

BUYER:

Signature: _____

Date: _____

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