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SALES AGREEMENT

DATE: 1/27/2010

SALES INVOICE #: U-##-###

When accepted by you and signed in the space provided below, this shall constitute the Sales Agreement between **J&M INDUSTRIAL, INC.** (JMI), and **YOUR COMPANY** (Purchaser). JMI agrees to sell and Purchaser agrees to purchase items identified in the QUOTATION AND/OR INVOICE attached hereto and incorporated herein by this reference number and pursuant to the following terms and conditions:

1. Purchaser agrees to make payments totaling \$####.## for all items listed in the INVOICE stated above. Acceptable methods of payment include Credit Card, PayPal, Cashier's Check, Company Check, Bank Wire Transfers, or by other means agreeable to both parties. Payments shall be made payable to J&M Industrial, Inc., upon receipt, from the date of this agreement unless otherwise agreed to in writing by JMI. Full payment is required prior to shipment of the item(s). (Note: A 3% transaction fee will be applied to all PayPal and Credit Card payments)
2. THE ITEMS ARE SOLD "AS IS, WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall JMI be liable to the Purchaser or any third party for special, incidental or consequential damages arising out of Purchaser's dismantling, transportation and ownership of the items even if JMI has been advised of such potential damages. **It is the responsibility of the Purchaser to insure that proper protective guards and other safety features are properly installed and operating on the purchased equipment before and during the operation of this equipment.**
3. All taxes associated with the purchase shall be paid by the Purchaser.
4. All questions and disputes relating to the execution, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of West Virginia.
5. This Agreement and attached invoice sets forth the entire agreement between the purchaser and seller. All prior agreements are revoked, and no other understandings exist or apply to this sale. All amendments to this agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Sales Agreement to be executed by their representative duly authorized so to do, effective as of the day and year first above written.

PURCHASER INFORMATION

SELLER INFORMATION

SIGNED:

NAME:

COMPANY:

DATE:
