

**TERMS AND CONDITIONS OF COMMISSION**

**1: AGREEMENT:** By this agreement, Seller agrees to sell to buyer, and Buyer agrees to purchase from seller and seller and/or buyer agrees that T&D Surplus, Inc. acting solely as Broker and shall retain its contractual rights including commission fee for any future sales between the SAME Buyer and/or Seller introduced by T&D Surplus, Inc. This is a legal binding contract. If you have any question concerning this contract, you should consult an attorney before signing it.

**2: DEFINITION:** BUYER – The person or entity purchasing the material  
SELLER – The person or entity selling the material  
BROKER – T&D Surplus, Inc  
MATERIAL – The items of property listed on the bill of sale.

**3: CHANGES - ASSIGNMENTS:** This agreement shall be deemed to constitute the buyer and seller independent entities. The terms of this agreement shall not be changed, superseded, or supplemented, except in writing, signed by the concerned parties hereto.

**5: PAYMENT:** Payment shall be by certified check, cashier check, bank draft, or postal or express money order PAYABLE to TDSURPLUS, INC. payment must be made within five (5) calendar days after notification of Seller’s acceptance of Buyer’s bid/award. Payment shall be made in full before shipment, pickup by Buyer or commencement of dismantling or other work (whichever occurs first) for all items purchased by Buyer unless otherwise specified. If Buyer and/or Seller fail to make commission payments, T&D Surplus reserve the right to charge any loss or other extra expense to the defaulting Buyer and/or Seller, including attorney and collection fees incurred arising from buyer and/or seller default. Payment must be mailed or delivered to:

T&D Surplus, Inc.  
P.O. Box 121  
Baldwinsville, NY 13027

**7: BROKERAGE FEE:** Buyer and/or Seller agrees that Brokerage Fee will be -----% of the purchase/selling price of all the material specifically listed and described hereon for the prices shown at the close of transaction, due and payable to T&D Surplus, Inc.

**7: DISCLAIMER OF WARRANTEE:** T&D Surplus will not be responsible for ANY EXPRESS WARRANTY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF GOODS, AND ANY IMPLIED WARRANTY OF FITNESS OF GOODS FOR ANY PURPOSE expressed by the SELLER and further, both principal of this contract understand that T&D Surplus solely act as broker.

**8: INDEMNITY:** Both Buyer and Seller also acknowledge and declares intent to be legally bound hereby to indemnify, save harmless and defend T&D Surplus and their employees, agents and representatives from all claims, losses, liabilities, and expenses including, but not limited to, all attorney fees arising out of bodily injury, death, or damage to property occurring in connection with any act or omission (negligent or otherwise) of both principal, their agents, employees, representatives, or subcontractors, unless due to the sole negligence of the Broker, Broker’s agents, and their employees, agents and representatives.

**9: ENTIRE AGREEMENT:** Buyer and/or Seller agree that there are no understandings, agreements, representations, expressed or implied, other than those expressed herein, and this agreement supersedes any prior understandings, agreements or representation and constitute the entire agreement between the parties. By signing below, buyer and/or seller acknowledge and accept all the terms and conditions contained in this agreement.

**10: TERMINATION:** The Buyer and/or Seller understands that if EITHER PRINCIPAL BYPASS the T&D Surplus, Inc. and get direct with each other by ANY means, T&D Surplus shall retain its contract rights (including, but not limited to, recovery of its commission, administrative expense, and/or other damages incurred). Failure of Buyer and/or Seller at any time strictly complies with any terms of this agreement, including payment.

**11: LIMITATION OF LIABILITY:** The Broker shall not be liable for any incidental or consequential damages whatsoever, including without limitation, loss of use, loss of profits, loss of revenues, or liability to third parties. This limitation applies even if such liability arises out of tort (including negligence), warrantee, contract or strict liability.

**14: SEVERABILITY:** To the extent that any provision of this agreement shall be invalid, unlawful or unenforceable, it shall be severed from this agreement without affecting the remaining provisions of the agreement.

**15: LAWS AND PERMITS:** This agreement is deemed to be a New York State Contract and shall be interpreted in accordance with the laws of the State of New York, and it is agreed that the venue of any action shall be in Onondaga County, in New York State. Buyer shall give all notices and comply with all applicable federal, state and local laws, ordinance, rules, regulations, codes, permit, licenses, authorizations, orders of any governmental body, agency, authority, or court having jurisdiction over any aspect of the Material, or requirements hereunder in connection with performance under this agreement.

**16: CODE OF BUSINESS CONDUCT:** T&D Surplus, Inc.’s policy is to establish, maintain and enforce the highest standards of integrity and fairness in all business dealings of the Company. Adherence to high ethical standards is essential to assure that T&D Surplus, Inc business is conducted in accordance with its obligations to the public. No favoritism will be allowed in contract awards.

Buyer And/Or Seller’s Signature	
Company Name	
Date	
RFQ Number	

**THIS SIGNED TERMS AND CONDITIONS FORM MUST BE RETURNED WITH YOUR BID.  
(T & D SURPLUS, INC.)**