



TERMS AND CONDITIONS OF SALE OF USED EQUIPMENT

1. **Delivery** Unless otherwise indicated on the sales invoice, all equipment is sold to Buyer by Container Hire Services Limited ("CHS Containers") on an "AS IS", "WHERE IS" basis. Container Hire Services shall have no liability whatsoever for loss or damage due to late delivery or non-delivery of equipment subject to the sales invoice. Furthermore, if Container Hire Services' performance of the sale of any equipment to Buyer is, in whole or in part, prevented or hindered by any cause whatsoever, Container Hire Services shall have the right to cancel, without any liability on its part, all or any portion or portions of this sale.
2. **Disclaimer of Warranties** BUYER ACKNOWLEDGES THAT ALL EQUIPMENT IS USED EQUIPMENT AND SOLD "AS IS". CONTAINER HIRE SERVICES DISCLAIMS AND BUYER WAIVES AND RELEASES CONTAINER HIRE SERVICES FROM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION (a) THE DESIGN, CONDITION, AVAILABILITY, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE EQUIPMENT; (b) THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE BY BUYER; (c) THE CONFORMITY OF THE EQUIPMENT TO THE SPECIFICATIONS REQUIRED BY ANY COUNTRY OR POLITICAL SUBDIVISION WITHIN WHICH THE EQUIPMENT MAY BE USED. BUYER ACKNOWLEDGES AND AGREES THAT CONTAINER HIRE SERVICES SHALL HAVE NO LIABILITY TO BUYER FOR ANY CLAIM, LOSS OR DAMAGE CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, OR BY ANY INDEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH ARISING IN STRICT LIABILITY OR OTHERWISE.
3. **Taxes** Buyer agrees to assume exclusive liability for and to pay, indemnify and hold Container Hire Services harmless from all sales or use taxes, transfer, title and registration fees, VAT, domestication, personal property taxes or other taxes, tolls, levies, imposts, duties or governmental charges, including any penalties, fines or service charges thereon, that may be imposed in connection with the sale of equipment to Buyer or any service rendered by Container Hire Services in connection with the sales invoice.
4. **Consequential Damages** UNDER NO CIRCUMSTANCES SHALL CONTAINER HIRE SERVICE BE LIABLE HEREUNDER FOR ANY LOST PROFITS OR FOR SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF CONTAINER HIRE SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Remedies** The remedies reserved to Container Hire Services herein shall be cumulative and in addition to any other or further remedies provided by law.
6. **Waiver** Container Hire Services' failure to insist on performance of any of the terms and conditions of this invoice, or Container Hire Services' waiver of any breach, shall not act as a waiver of any other term or condition or any subsequent breach.
7. **Assignment** Buyer may not assign the sales invoice or any of its rights or obligations herein without Container Hire Services' prior written consent, which consent may be withheld for any reason.
8. **Jurisdiction and Law** This sale and terms thereof shall be governed by and construed in accordance with the laws of England. Container Hire Services and Buyer each hereby agree that (a) any claim or controversy, directly or indirectly arising out of or relating to this sale, may be litigated in the courts of England and (b) consent to be subject to the jurisdiction of such courts.
9. **Entire Agreement** It is understood and agreed that the sales invoice embodies the complete understanding of Buyer and Container Hire Services relative to this sale and that the terms and conditions of the sales invoice may not be revised or modified in any way except by a written instruction specifically purporting to do so signed by Buyer and Container Hire Services.
10. **Markings and ID Plates** Buyer shall, at its own expense, promptly remove all existing ownership markings and identification plates (including container prefix and identifying number) from the equipment upon release of the equipment to Buyer. Buyer will defend at its own expense and indemnify and hold harmless Container Hire Services, its agents, employees and indemnities from and against any and all claims, losses, damages, liabilities, demands, actions, costs, expenses and fees arising out of, or in connection with, the sale of the equipment to Buyer or any subsequent use, operation, or disposition of the equipment.
11. **Payment** TITLE TO THE EQUIPMENT IS NOT TRANSFERRED TO THE BUYER UNTIL PAYMENT HAS BEEN RECEIVED IN FULL BY CONTAINER HIRE SERVICES.
If default is made by the Buyer in paying for the equipment or charges relating to its sale, delivery haulage etc., after 60 (sixty) days after it has become due to the Owner the Owner reserves the right to collect payment from the Buyer's credit / debit card details of which having been provided by the Buyer to the Owner.