



## **TERMS AND CONDITIONS OF SALE OF EQUIPMENT**

**By doing business with Container Sales Group, you agree and accept the terms and conditions outlined below.**

### **1. SCOPE.**

Container Sales Group (hereinafter "Seller"), is a nationwide direct seller of new & used shipping containers (hereinafter "Equipment") to business and residential customers. We are not a manufacturer of shipping containers; therefore, we are not responsible for container defects. Shipping containers being sold by Container Sales Group to Purchaser in accordance with the terms (hereinafter "Agreement/ Purchase Invoice") and fabrication contract (Document).

### **2. DISCLAIMER OF WARRANTIES/ DAMAGES.**

All Equipment sold hereunder is specified in Agreement/Purchase Invoice as "As-Is" Where-Is". Seller, not being the manufacturer or agent of the manufacturer of any of the equipment sold hereunder, makes no warranties, either express or implied as to the fitness of this Equipment for any particular purpose, or as to the quality, design, condition, capacity, suitability, merchantability, or performance of any of the Equipment or of the material or workmanship thereof.

All risks aforesaid, as between Seller and Purchaser or as between Seller and any third-party following the sale of the Equipment to the Purchaser will be borne by Purchaser at its sole risk and expense and Purchaser accordingly waives and agrees not to assert any claim whatsoever against Seller based thereon. Purchaser additionally agrees, regardless of cause, not to assert any claim whatsoever against Seller for loss of anticipatory profits or consequential damages with respect to any of the Equipment sold hereunder. Furthermore, Purchaser agrees at its sole cost and expense to defend, indemnify and hold Seller harmless from and against any and all claims for personal injury, death and/or property damage raised by any employee, agent and/or representative of Purchaser and/or by any third party following the earlier to occur of delivery or possession or transfer of the Equipment to Purchaser, whether such claims arise from or are related to the Equipment and/or the transfer to Purchaser, as well as from and against any and all costs, expenses and damages incurred by Seller with respect thereto. To the extent permitted by applicable law.

Purchaser hereby waives the benefit of all protections and remedies against Seller provided to Purchaser at law or in equity with respect to any defects or damages arising out of or relating to the design, manufacture, quality, or condition of any of the Equipment sold hereunder. No oral agreement, guaranty, promise, condition, representation, or warranty made to Purchaser by Seller its employees and/or agents with respect to the Equipment shall be binding upon Seller; all prior conversations, agreements or representations related thereto and/or to the Equipment are integrated herein, and no modification hereof shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

### **3. PAYMENT.**

Purchaser shall pay for the Equipment on the payment terms set forth in the Agreement/Purchase Invoice. Unless otherwise indicated herein, all payments due to Seller shall be payable in United States Dollars and shall be paid to Seller immediately upon receipt of this invoice, at the address for Seller shown herein. Should Purchaser fail to pay when due, then Purchaser shall be in material breach of this and any other agreement with Seller. Seller may without notice terminate any and all Agreements with Purchaser.

If delivery or pick up of Equipment is made and Purchaser's payment is returned as "Non-Sufficient Funds" Purchaser shall be fully liable for reasonable damages as provided by law, and for all costs and expenses incurred by Seller on account of such nonpayment including all costs of recovering equipment, legal costs and reasonable attorney's fees.

### **4. TAXES.**

Purchaser agrees to assume exclusive liability for and to pay, indemnify and hold Seller harmless from all sales or use taxes, Value Added Taxes (VAT), Goods and Services Taxes (GST), Consumption Taxes, domestication, personal property taxes or other taxes (excluding Seller's income taxes), in connection with the sale, transfer, use, delivery, importation, domestication, and/or re-exportation of the Equipment and all interest, penalties or similar liabilities related thereto (collectively, "Taxes"). Where applicable in any jurisdiction, Seller and Purchaser agree that any GST or VAT due on the sale and transfer of the Equipment is to be self-assessed and remitted by the Purchaser under the reverse charge mechanism. In such case Purchaser shall communicate to Seller its GST or VAT identification number.

Equipment may be subject to customs control under temporary admission arrangements. Purchaser shall assume and comply with all applicable legal, tax and customs requirements in connection with the sale, transfer, use, importation, domestication and/or re-exportation of the Equipment, including filing any customs documentation and informing any taxing authority on the movements of the Equipment. Purchaser shall provide Seller upon request with documentation evidencing compliance with those legal, tax and customs requirements and payment of any Taxes. Purchaser shall promptly pay or reimburse Seller for all costs and damages related to any liability incurred by Seller as a result of Purchaser's non-compliance or delay with its responsibilities herein.

#### **5. FABRICATION.**

The fabrication document is requested by the Purchaser for services to modify, add, change, or install on Equipment purchased from Seller. Once this document is signed by the Purchaser as an acknowledgement of service requested and returned to Container Sales Group, Inc. it becomes a legal contract between the parties on the terms and specifications set forth in the document. Signed document agrees with Purchaser is then obligated to perform any terms required under the document. The signed document for fabrication is then added to the Agreement along with purchase of Equipment. Once both parties agree on payment terms required to start the fabrication and is placed on the Agreement. If the payment term has been accepted to start fabrication, and no other payment is received by Purchaser, and should Container Sales Group, Inc. seek legal remedies, all reasonable attorney's fees and court costs incurred by Container Sales Group, Inc will be assessed against the Purchaser. For NSF or Stop Payment checks received from Purchaser, a \$ 100 (one hundred) additional fee will be charged to the Purchaser for each such incident. Purchaser agrees that Container Sales Group Inc. may use pictures or images of the completed container on its website, advertising, or other promotional materials for the company. Purchaser hereby waives all rights of privacy in connection therewith and consents to same. Purchaser holds Container Sales Group, Inc. harmless from any liability including fees and costs after pick-up or delivery of Equipment that has been fabricated.

#### **6. PICK-UP.**

Purchaser may have or hire his own delivery truck to pick up Equipment. Pick up must be made within 15 days of the Release information provided on paid Agreement/Invoice. Ownership of Equipment will be transferred to Purchaser once the truck driver inspects and accepts Equipment by driving out of the depot facility. Seller is in no way responsible for damages with respect to any of the Equipment sold hereunder. Furthermore, Purchaser agrees at its sole cost and expense to defend, indemnify and hold Seller harmless from and against any and all claims for personal injury, death and/or property damage raised by any employee, agent and/or representative of Purchaser and/or by any third party following the earlier to occur of delivery or possession or transfer of the Equipment to Purchaser, whether such claims arise from or are related to the Equipment and/or the transfer to Purchaser, as well as from and against any and all costs, expenses and damages incurred by Seller with respect thereto. To the extent permitted by applicable law. Purchaser hereby waives the benefit of all protections and remedies against Seller provided to Purchaser at law or in equity with respect to any defects or damages arising out of or relating to the design, manufacture, quality, or condition of any of the Equipment sold hereunder. No oral agreement, guaranty, promise, condition, representation, or warranty made to Purchaser by Seller its employees and/or agents with respect to the Equipment shall be binding upon Seller; all prior conversations, agreements or representations related thereto and/or to the Equipment are integrated herein, and no modification hereof shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

#### **7. DELIVERY.**

Seller outsources delivery to local providers at or near cost to help simplify the purchase process for Purchasers. Purchaser will, defend at its own expense and indemnify and hold harmless Seller, its agents, employees, and indemnities from and against any and all claims, losses, damages, liabilities, demands, actions, costs, expenses and fees (including attorney's fees) arising out of, or in connection with the delivery of such Equipment to Purchaser or any subsequent use, operation or disposition of the Equipment.

#### **8. CHOICE OF LAW.**

This agreement will be governed, construed, and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. Seller and Purchaser each hereby agree that (i) any claim or controversy, directly or indirectly arising out of or relating to this contract, may be litigated in the courts of the State of Illinois, and (ii) consent to be subject to the jurisdiction of such courts.