



Container Hire Services Limited

A company you can trust

TERMS AND CONDITIONS OF SALE

1. **Delivery** Unless otherwise indicated on the sales invoice, all equipment is sold to Buyer by Container Hire Services Ltd ("CHS") on an "AS IS", "WHERE IS" basis. CHS 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 CHS's performance of the sale of any equipment to Buyer is, in whole or in part, prevented or hindered by any cause whatsoever, CHS 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". CHS DISCLAIMS AND BUYER WAIVES AND RELEASES CHS 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 CHS 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 INADEQUACY 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 CHS 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 CHS in connection with the sales invoice.
4. **Consequential Damages** UNDER NO CIRCUMSTANCES SHALL CHS BE LIABLE HEREUNDER FOR ANY LOST PROFITS OR FOR SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF CHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Remedies** The remedies reserved to CHS herein shall be cumulative and in addition to any other or further remedies provided by law.
6. **Waiver** CHS's failure to insist on performance of any of the terms and conditions of this invoice, or CHS's 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 CHS's prior written consent, which consent may be withheld for any reason.
8. **Jurisdiction and Law** This is based upon the location of the Owners premises. If the premises are located in (a) England or Wales this document shall be construed and interpreted in accordance with the Laws of England ; or (b) Scotland, this document shall be construed and interpreted in accordance with the Laws of Scotland.
9. **Entire Agreement** It is understood and agreed that the sales invoice embodies the complete understanding of Buyer and CHS 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 CHS.
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 CHS or 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 Limited.**
If default is made by the Buyer in paying for the equipment or charges relating to its sale, delivery haulage etc., after 30 (thirty) 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.