



STANDARD TERMS AND CONDITIONS RELATING TO THE SALE & PURCHASE OF CONTAINERS ("THE T&Cs)

- 1) All Containers ("the Containers") sold by Pentalver Transport Limited or any subsidiary thereof ("the Company") are sold by the Company and purchased by the buyer ("the Customer") on terms described herein to the exclusion of any terms or conditions stipulated or referred to by the Customer.
- 2) Quotations given by the Company shall, unless otherwise agreed in writing by the Company, be open for acceptance by the Customer for 14 days from the date of quotation.
- 3) No variation or amendment of these T&Cs or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.
- 4) All invoices issued by the Company are payable without discount of any kind in Pounds Sterling on or before the date stated on the invoice and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason whatsoever.
- 5) If the Customer fails to pay an invoice by the due date the Customer shall not be allowed any discount given in that invoice or in any other way agreed and shall pay interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 8% p.a. or other such rate from time to time specified by the Supreme Court Act 1981 and reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 6) The Customer understands and hereby acknowledges that all Containers are sold on a strict "as is" basis (unless specified by the Customer to be of a particular condition) and the Company makes no warranties or representations whatsoever express or implied as regards the fitness of the Containers for any particular purpose or use in any particular country (unless specified by the Customer to be of a particular condition). Without limiting the generality of this clause, this shall include the materials, workmanship, merchantability, value or compliance with any specification, design, description, quality, durability, operation or condition at delivery or at any other time, (ensuring condition meets customers' specification as agreed).
- 7) Title in the container shall remain with the Company until the Company receives payment in full of its invoice in accordance with clause 5 hereof.



- 8) The Company may at any time before title passes and without any liability to the Customer – repossess and dismantle and use or sell all or any of the goods or services and by doing so terminate the Customers right to use, sell or otherwise deal in them and (for that purpose or determining what if any goods or services are held by the Customer and inspecting them enter any premises of or occupied by the Customer.
- 9) The Containers are agreed to be delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customers agent whoever pays its charges) at the Company's premises or other delivery point agreed by the Company, and risk in the containers shall pass to Customer at delivery.
- 10) Time shall not be of the essence in respect of deliver under clause 9 above.
- 11) The Company shall not in any circumstances whatsoever be liable for any indirect or consequential loss such as (but not limited to) loss of profit, loss of market or the consequences of any delay, howsoever caused.
- 12) Pentalver reserves the right to charge a fee for visiting a customers' site to repair or conduct an alteration to a product supplied if the issue is a result of the customers' positioning, damage, non-advice of original requirement, interference or miss use of the item supplied. If it is deemed that the issue is a result of the original condition of the equipment/service supplied then Pentalver will accept the cost and resolve the issue.
- 13) These T&Cs shall in all respects be construed and interpreted in accordance with English law and any dispute arising out of them shall be subject to the exclusive jurisdiction of the Courts of England.

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