



Terms and conditions

Disclaimer of warranties/consequential damages.

PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER SHALL HAVE NO LIABILITY TO PURCHASER FOR ANY CLAIM, LOSS OR DAMAGE CAUSED 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 WHETHER ARISING IN STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE HEREUNDER FOR ANY LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS AND PURCHASER WAIVES ANY WARRANTY REGARDING THE OPERATION OF MACHINERY OR TYPE OF REFRIGERANT REFRIGERATED CONTAINERS MAY CONTAIN. IN THE EVENT ANY EQUIPMENT SURVEYS ARE PERFORMED AT THE REQUEST OF PURCHASER, SUCH SURVEYS SHALL BE CONDUCTED BY AN INDEPENDENT THIRD PARTY ON BEHALF OF PURCHASER. SELLER DOES NOT GUARANTEE THE ACCURACY OF ANY SUCH SURVEY.

Taxes, customs, compliance with laws.

Prior to sale to Purchaser, the Equipment has been used solely for international transportation and is located at the pickup location under temporary admission permission pursuant to the Convention on Temporary Admission (Istanbul Convention) and related international and domestic laws. The Equipment has not been qualified in any jurisdiction for any other use. Purchaser agrees to assume exclusive liability for and to pay, to prepare all necessary filings (including VAT filings that may be required under the reverse-charge provisions), indemnify and hold SELLER 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 government charges imposed in connection with the intended use of the Equipment by Purchaser, the sale of Equipment, or any services rendered by SELLER in connection with this sale of Equipment, including any penalties, fines or interest thereon.

Indemnification.

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 attorneys' fees) arising out of, or in connection with, the sale of the Equipment to Purchaser or any subsequent use, operation or disposition of the Equipment.

Remedies/waiver.

The remedies reserved to Seller herein shall be cumulative and in addition to any other or further remedies provided by law. Seller's failure to insist on performance of any of the terms and



conditions of this Agreement, or Seller's waiver of any breach, shall not act as a waiver of any other term or condition or any subsequent breach.

Assignment/entire agreement.

Purchaser may not assign this Agreement nor any of its rights or obligations herein without Seller's prior written consent, which consent may be withheld for any reason. It is understood and agreed that this Agreement and the applicable invoice embodies the complete understanding of Purchaser and Seller relative to this sale. The parties may modify this Agreement only by a writing both have signed.

Jurisdiction and law.

This Agreement shall be construed and interpreted according to the laws of the State of California, USA excluding its conflict of laws rules. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Any claim or controversy arising out of or relating to this sale, may be referred to arbitration in San Francisco county, in the state of California, USA before a single arbitrator appointed by the American Arbitration Association or may be litigated in the state or federal courts located in San Francisco county, in the state of California, USA. Seller and Purchaser hereby consent to be subject to the jurisdiction of such arbitration or courts and to waive any objection to the venue of such arbitration or courts and not to assert any defense of forum non conveniens. Seller and Purchaser agree that service of process upon the other in any action or arbitration may be made by mailing a copy (by registered or certified mail or commercial courier with receipt required) postage prepaid, addressed to the respondent Party at the address shown on the invoice. Service shall be complete seven (7) days after such process has been sent to the respondent Party. Purchaser agrees to pay Seller's costs and attorneys' fees in any action or arbitration brought to enforce any of the provisions of this Agreement. Nothing herein shall affect the right of either Party to serve legal process in any other manner permitted by law or affect the right of either Party to bring any action or proceeding against the other Party or its property in any other court of competent jurisdiction.

ADR provision.

The parties shall follow the steps bellow in a consecutive order:

Step One

Negotiation

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.



Step Two Mediation

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before Resorting to arbitration, litigation, or some other dispute resolution procedure. Furthermore Conexwest shall pay up to three hours of mediation services.

Step three Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitrator(s) shall be selected, by the parties, from a screened and trained pool of available experts. The place of mediation or arbitration shall be San Francisco, CA, USA. The language(s) of the mediation or arbitration shall be English Or The arbitration shall be conducted in the language in which the contract was written.

Money back guarantee does not include trucking

We understand sometimes plans change, but please note that returned equipment will be refunded less trucking charges (including the additional cost of picking up the container). Conexwest is here for you. If you order a shipping container and it doesn't arrive, doesn't match the description, arrives damaged or doesn't arrive at all, we've got you covered. Our Buyer Protection Policy is designed to give you piece of mind in knowing you'll receive the exact container you purchased.

It is possible to cancel an order, but the amount of refund depends on the stage of the order. You can cancel an order at any time before sending funds for no cost. If you've paid but we haven't processed your order yet, you will receive a refund of 100%, less applicable banking fees. If we have processed your order and your container has been allocated (made already for you), surveyed, moved to the depot releasing area or has been shipped to you, you can still cancel your order, HOWEVER you will be subject to a 10% restocking fee plus reimbursing the full costs of the modified work if any, shipping / trucking, surveying, depot-storage, and banking fees.

If you order a shipping container and the delivery driver can't drop at your preferred delivery site, the driver will drop your container at the next closest suitable location. If you refuse delivery for any reason or if we have to take container back to the yard and ask customer to pick up, we will offer free storage for a month. After one month, the current storage fees apply.

One the container is delivered, and you've performed you're physical inspection and/or have signed for delivery, then it's your container to do what you wish. So, it's important your perform a thorough inspection on the container during delivery. For Example; A week after delivery, you can't return it and ask for a refund because you don't like the color. etc,. In addition, if the area you prepped for delivery doesn't support the weight of the container and it gets damaged because of this, you are not covered.



At last, Conexwest is not liable for any 3rd party expenses or time for sale and rental equipment due to delay or cancellation of container drop off.

Container lease

Customer ("you") hereby lease from Conexwest ("Conexwest") all units and equipment (including stairs) identified on the reverse hereof and any future substituted or added units (collectively, "Units"). This Master Lease will govern all future rentals unless agreed in writing otherwise. Unless identified in writing as a sale, you shall not acquire any ownership interest in any Unit. The term of a Unit lease ("Lease") commences upon the date of delivery of a Unit and continues on a 4-week basis (each a "Period") until terminated as provided herein. You agree to pay Conexwest the lease charges, sales and prorated personal property tax assessments or comparable amounts, delivery, pickup and fuel charges, Loss Limitation Waiver charge, waiting time charges if delivery/pickup exceeds one hour on-site, and other charges set forth in invoices delivered to you (collectively, "Charges"). Unless agreed to otherwise by Conexwest, all Charges are due 4-week period in advance without demand. Charges and terms of this Lease are subject to change upon notice to you and shall be effective upon the earlier of payment by Customer of its next invoice or the next Charges due date. You shall owe all Charges for each Period regardless of the number of days Units were on-rent and there will be no return of Charges in the event a Unit is returned prior to the end of a Period. You shall pay as liquidated damages (not a penalty) \$25 (and any bank fees) for dishonored checks and 15% of unpaid pretax Charges after each Charges' due date. If you have provided Conexwest with credit card information, you authorize Conexwest to charge your credit card for all Charges. Following each Period, each Lease shall renew automatically for additional Periods until you give Conexwest at least 5 working days notice to terminate a Lease. You shall pay in advance the deposit indicated to secure your performance of a Lease. The deposit will be returned if you request in writing within 30 days of Unit's return in undamaged condition or revert to Conexwest for its own account if not so requested. Conexwest may apply the deposit for damage and any other Charges and you will replace such deposit amounts if Units are still on rent. Any payments made by you to Conexwest above Charges owed each Period shall revert to Conexwest for its own account if not claimed by Customer in writing within 30 days of such payment.

Container delivery, use and removal

You may either pickup/return Units (upon meeting Conexwest insurance/indemnification requirements) or pay for Conexwest delivery/return. Allow 30-day window for pick-up. You may store Units at your delivery location or pay Conexwest to store Units at a Conexwest facility and agree Units may be stored by Conexwest at an alternative location in Conexwest's sole discretion. By using Units you or your agent accept the Units as free of defects, in good repair and working condition. You agree to inspect Units prior to use and to notify Conexwest in writing of any defect. Regardless of being in transit, at your location or a Conexwest facility, you shall be solely responsible for all loss, theft and damages (except ordinary wear and tear) to Units, Unit contents ("Contents") and your premises or other property, for any cause whatsoever, including (without limitation) damages caused by theft, vandalism, forces of nature, leaking of any Unit, condensation, humidity, or damages relating to the delivery or removal of a Unit. You shall not



allow habitation in Units or store dangerous, illegal, unsanitary, explosive, staining, malodorous or hazardous materials in any Unit, remove any Unit from the United States or alter any Unit in any way (including drilling holes, painting or affixing signs). You agree not to store collectibles, currency, software, heirlooms, jewelry, works of art or anything having sentimental value to you and waive any claim for emotional or sentimental attachment to the Contents. If a Unit is delivered and placed by Conexwest, you must contact Conexwest to relocate any Unit and obtain Conexwest's written consent or pay Conexwest's then-current relocation rates. You shall pay Conexwest all Charges to clean, paint, repair, remove locks, make immediately ready for re-lease any Unit and to remove, store, retain or dispose of Contents. You shall keep Units freely accessible at all times to inspection and removal by Conexwest. If a Unit is destroyed, damaged beyond repair, lost, stolen, not returned to or not repossessed by Conexwest, you shall pay Conexwest the replacement value of such Unit, plus applicable taxes. You assume full responsibility for identifying and complying with local ordinances and for any fines and/or penalties, monetary or other, resulting from your use or placement of Units in violation of such ordinances, rules and/or regulations. You must call Conexwest to schedule Unit return or removal. Conexwest will attempt to schedule delivery/removal of the Unit as requested by you but rental Charges will continue until delivery/removal of the Unit is completed. You are responsible to remove all locks and clean and empty the Unit prior to removal by or return to Conexwest. Conexwest may remove all locks, empty Unit and any Contents left in Units may become Conexwest property without payment. You shall pay additional removal charges (including for failed attempts) if a Unit isn't ready for Conexwest removal or for changes in site condition. Conexwest's driver or agent may refuse a delivery/removal and Conexwest can charge Customer if such cannot be accomplished due to safety or potential damage. You authorize Conexwest to attempt to place Units pursuant to your instructions on a driveway or other paved surface accessible from a street, over your lawn or other non-paved area and you represent that any placement area will have adequate size, clearance and structural integrity to sustain the weight and size of the Unit(s), delivery truck and any other related equipment.

Warranty disclaimer

You shall maintain the Unit in good condition. You are responsible to weekly inspect the Unit's interior and exterior to assure it is in good working condition. You shall keep each Unit free from all liens and grant Conexwest a contractual lien and security interest (as of the date any Charges are unpaid and due) on all Contents and proceeds thereof to secure payment of Charges. Conexwest MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, CONDITION, SAFETY OR SECURITY OF UNITS OR Conexwest FACILITIES OR COMPLIANCE WITH LAW AND YOU AGREE YOU HAVE SOLELY DETERMINED THAT THE UNITS ARE SUITABLE FOR YOUR INTENDED USE. You lease the Units "as is." Conexwest shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, loss of income, personal injury, death or other damages, direct or indirect, consequential or otherwise of you or your agents or invitees for any reason. You shall indemnify, hold harmless, defend and reimburse Conexwest and its directors, officers, employees, and agents ("Conexwest Related Parties") from



and against all losses, damages, death, claims, injuries, costs and attorney's fees arising directly or indirectly from (i) the use, delivery, removal or condition of Units, (ii) the loss of, damage to or destruction of Units and/or Contents (iii) any fine, liens, tax, penalty, towing, impound or other charges arising from your use of the Units or (iv) your breach of this Lease. Units shall not be attached or affixed to real property. Customer acknowledges that it will not store above the maximum value and weight of Contents of Units set forth on Conexwest's rental documents and such value shall be conclusive as to the maximum value of all Contents. Individual items shall be limited to \$.60 per pound up to the Content maximum value. This maximum value is significant consideration in the establishment of rental price.

Insurance

Neither you nor your insurer shall have any claim (direct or by way of subrogation) against Conexwest or Conexwest Related Parties for any loss or damage to any property resulting from any casualty. **INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY--Conexwest DOES NOT PROVIDE ANY INSURANCE.** You will provide prior to delivery or upon request a Certificate of Insurance naming Conexwest as loss payee and additional insured with coverage equal to the Unit replacement cost. The policy shall be acceptable to Conexwest in its discretion and provide for 30 days notice to Conexwest prior to cancellation or modification.

Miscellaneous

Conexwest may terminate this Lease at any time without notice for any reason whatsoever. You release any claim that Conexwest has duties of a bailee or under "warehouseman" laws. Each of the following constitute an "Event of Default:" (a) you fail to perform any term of any Lease, (b) you have bankruptcy, reorganization or insolvency proceedings threatened or instituted, or (c) if Conexwest has a reasonable belief of an anticipatory default by you. upon an Event of Default Conexwest may, without legal process or notice, terminate a Lease, enter any premises where a Unit is located, repossess Units, remove any locks on your property or Units, remove Contents without regard to their protection or pursue any other remedy available. You irrevocably grant Conexwest unrestricted access to your property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units. If a Unit is repossessed, Conexwest is approved in advance to remove Contents or exercise its lien and hold Contents and you shall have no claim against Conexwest for damaged Contents. If you do not pay all Charges due and remove all Contents from Conexwest premises, you grant Conexwest permission to dispose of/sell Contents in accordance with applicable state law and apply net proceeds to unpaid Charges. Customer releases and agrees to indemnify Conexwest and Conexwest Related Parties from any claims for trespass, conversion or damages of any nature arising from repossession. You agree to pay, as liquidated damages, Conexwest's collection/repossession/disposal fees, attorney's fees and any other cost incurred by reason of any Event of Default or the exercise of Conexwest's remedies. Repossession of a Unit shall not relieve you of your obligation to pay Charges owed hereunder. No remedy referred to is exclusive, and each shall be in addition to any remedy referred to herein or otherwise available to Conexwest. If Conexwest seeks to recover or repossess Units by means of "writ of replevin" or similar method, you waive any security or bond posting requirement prior to such process. Acceptance of partial payment shall not constitute a waiver of Conexwest's right to full payment. Any endorsements appearing on your checks shall



not affect Charges owed. You shall not transfer or hypothecate the Unit, assign your duties hereunder or sublease the Unit. Conexwest may assign, pledge or transfer this Lease without your consent. Except as provided in Section 1, a Lease may only be amended in writing executed by the parties, shall be governed by the state laws where this Lease was executed by Conexwest ("Jurisdiction") and contains the entire understanding of the parties and supersedes the terms of any purchase order or similar document from you or any other agreement among the parties. Any suit regarding this Agreement shall be brought in the Jurisdiction provided that Conexwest may bring suit against you in any county where the Unit or Customer is located. If any term hereof is unenforceable, such invalidity shall not affect the enforceability of the Lease or any other provision. This Lease may be executed in multiple counterparts including by fax or other electronic transmission, each of which shall be regarded as an original and constitute one instrument. Your indemnity obligations shall survive termination of a Lease. You agree that Conexwest's total aggregate liability under this Lease shall not exceed \$5,000. Conexwest, you and any of your agents, or invitees waive any right to trial by jury for any cause of action brought against Conexwest or Conexwest Related Parties. Both parties agree to exclusively abide by the access, lien and lien sale procedures herein and waive to the fullest extent possible any legal requirements for other access, lien, notice and/or sale procedures.

Delivery terms and conditions

- Conexwest outsources delivery to local providers at or near cost to help simplify the purchase process for customers without trucks. Customer waives Conexwest of any/all liability associated with product delivery.
- Delivery truck should be able to pick up or offload containers within 30 minutes after arrival. Site delays are subject to \$50 fee for every additional 30 minutes.
- The driver has the right to refuse delivery, pickup or relocation if he believes it is unsafe to proceed. This includes getting stuck, tight spots, uneven surfaces or items in the way.
- Delivery charges and/or dry runs will be charged for each attempt. Customer agrees to pay all towing charges resulting from any attempted delivery, pickup or relocation.
- Customer agrees that the on-site delivery, pick up or relocation will be under the direction, instruction and control of the Customer and his agents or representatives.
- Customer represents and warrants that he has surveyed equipment location site and the access thereto and has conclusively deemed that our vehicle can enter and operate safely and effectively to complete the assignment.
- You understand that Conexwest is not be liable for loss, damage or delay caused by events Conexwest cannot control.
- Customer releases Conexwest from liability and any claims for damages, costs, both direct and indirect, to the roadways, grounds, buildings, fences, property, underground, landscape, and vehicles.

Limited warranty coverage

The Conexwest Limited Warranty applies to new and used ISO shipping containers purchased from Conexwest. During the Warranty Period, Conexwest will repair, using new or refurbished



replacement parts, or replace units or parts of a unit at no charge. The unit must prove defective because of improper material or workmanship, under normal use and maintenance. Unit leak proof guarantee included.

Warranty coverage period

The Warranty Coverage Period for New ISO shipping containers is 10 years from the date of purchase from Conexwest. Unit leak proof guarantee included.

The Warranty Coverage Period for Used Cargo Worthy ISO shipping containers is 5 years from the date of purchase from Conexwest. Unit leak proof guarantee included.

A New replacement unit or part assumes the remaining warranty of the original New unit or 5 years from the date of replacement or repair, whichever is longer.

What does this limited warranty not cover?

This Limited Warranty does *not* cover any problems that are caused by:

- Conditions not resulting from defects in material or workmanship
- Malfunctions not resulting from defects in material or workmanship
- Damage not resulting from defects in material or workmanship

What do you have to do?

To obtain warranty service, you must first contact us to determine the problem and the most appropriate solution.

Payment terms

- All invoices are due on the due date.
- Overdue payments will be subject to a service charge equal to the lesser of 2% per month or the highest legal rate.
- Purchaser will defend at its own expense and indemnify and hold harmless Conexwest, its agents, employees and indemnities from and against any and all claims, losses, damages, liabilities, demands, actions, costs, expenses and fees (including attorneys' fees) arising out of, or in connection with, the sale of the equipment to Purchaser or any subsequent use, operation or disposition of the equipment.
- Chargebacks are subject to \$500 penalty added onto the amount due.