

1. Terms of sale

The container sales terms (the "Terms") set out are the terms on which Seller agrees to sell and Buyer agrees to buy the containers (hereafter "Equipment") described in the invoice issued by the Seller to the Buyer (the "Invoice").

2. Taxes

Prices on the Equipment specified in the Invoice are including VAT, duties, and fees related to "nationalisation" as described in Clause 8. Any taxes, duties, fees and charges that may arise after the customs clearance ("nationalization") has been finalized by Seller will be for the account of the Buyer (even if originally assessed to the Seller), who is solely responsible for the payment of all such amounts.

3. Transfer of risks

Unless otherwise specified, all sales are made Ex Works Seller's specified location.

4. Transfer of ownership

Ownership to the Equipment shall pass to Buyer after payment of the amount stated on the Invoice (the "Purchase Price") to Seller. The Purchase Price shall be paid without any set off, counter claim, deduction or stay of execution.

5. Substitution of Equipment

Buyer understands and agrees that the specific piece of Equipment requested for purchase may not be the specific Equipment ultimately released to Buyer, however, in the event that the Equipment initially invoiced is not available at the time of pick-up, Seller will tender a similar piece of Equipment of equivalent condition.

6. Storage and handling

Buyer shall pick-up all Equipment within seven days of payment. After the seventh day from payment of order, Buyer is responsible for all storage and handling fees on the Equipment. Buyer is required to call the Seller at least 24 hours prior to pick-up to verify availability of the Equipment and ability to retrieve. Failure to contact the Seller at least 24 hours prior to pick-up shall result in a waiver of claims for damages against Seller or its affiliates or agents relating to unavailability of Equipment.

7. Neutralization

Unless otherwise specifically agreed, Seller is responsible for all "Neutralization" (i.e. removal of all prefixes, identification system check digits, names and addresses, logos, decals, markings, designs, symbols or like items, as well as ACEP markings as appropriate) of Equipment before transfer of ownership according to clause 4. Buyer will cover the cost for "Neutralisation" as managed by Seller and the fee per container will be added to the Invoice. Buyer is aware that Equipment is not subject to any 'fit-for-purpose' warranty claim even if the Equipment has a CSC plate pursuant to clause 9.

8. Customs clearance

Unless otherwise specifically agreed with Seller, Buyer is aware that, at the time of transfer of ownership the Container(s) will be brought into free circulation and all Container(s) become "domesticated goods". In order to bring the Container(s) into free circulation the Seller will, on behalf of the Buyer, arrange for all necessary customs clearance of the Container(s) and account for import duties, VAT, and fees. Buyer will cover any expense that arises from this procedure such as, but not limited to, VAT, duties and customs fees. The mentioned expenses will be added to the sales price of the Container(s) when invoiced to the Buyer.

9. Disclaimer of warranties

All sales are made "as is, where is". Seller hereby disclaim all warranties, express, implied, or statutory, including without limitations and condition or warranty of satisfactory quality, merchantability or fitness for a particular purpose or any warranty otherwise provided by statute.

10. Liability

Seller shall under no circumstances be liable pursuant to these Terms for any loss of profits or consequential, special, incidental, indirect or punitive damages, whether based upon breach, negligence, strict liability, tort, breach of contract or any other theory, or for failure to perform their obligations under these Terms. Seller's sole liability hereunder for any and all loss or damage to Buyer based upon breach of contract or tort shall be limited to and shall in no event in the aggregate exceed Buyer's purchase price of the particular Equipment with respect to which losses, damages, expenses or costs are claimed. Seller shall not, under any circumstances, be liable for any damages, costs or expenses paid or incurred by Buyer on account of any imperfections, deviation from specifications or other defects impairing the quality, value or suitability for any purpose of any Equipment sold hereunder, whether caused by Seller's negligence, strict liability acts or omissions, or otherwise. No statement or recommendation made or assistance given by Seller or their representatives, either orally or written, to Buyer, its customers or agent or other person in connection with the purchase by Buyer, shall constitute a waiver by Seller of any provisions hereof or affect Seller's liability as herein defined; and no such statement, recommendation or assistance that is not expressly required by the provisions of these Terms shall subject Seller to any liability of any nature whatsoever.

11. Indemnity

Buyer and/or its assignees or successors will indemnify, defend and hold harmless Seller and its affiliates (including directors, officers, employees and agents thereof) for any damages or liabilities whatsoever incurred in relation to the Equipment subsequent to the time of delivery

12. Set off

Seller may set off from any amount otherwise due to Buyer any amount owed or due by Buyer to Seller including but not limited to any unpaid part of the Purchase Price, storage and handling charges, expenses related to customs clearance, and administrative fees.

13. Amendments

No variation or amendment of these Terms shall be valid unless committed to in writing.

14. Law and jurisdiction

These Terms shall be governed and construed in accordance with Italian law. In the event of any dispute, controversy or claim arising out of or in connection with these Terms, the Buyer hereby irrevocably agrees to submit the dispute to the exclusive jurisdiction of the civil court of Livorno, Italy.