



STANDARD TERMS AND CONDITIONS RELATING TO THE SALE OF CONTAINERS

1. Pentalver Transport Ltd, a company registered in England and Wales, company number 2453541, with its registered office at 6th Floor the Lewis Building, 35 Bull Street, Birmingham B4 6EQ ("the Company") carries on the business of selling shipping containers ("the Containers").
2. All Containers supplied by the Company are sold by the Company and purchased by the customer who placed the order ("the Customer") on terms described herein ("the Ts&Cs") to the exclusion of any terms or conditions stipulated or referred to by the Customer.
3. 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. Unless otherwise stated, the price quoted excludes:
 - (a) the costs of packaging, insurance, storage and transport of the Containers; and
 - (b) amounts in respect of VAT, which the Customer shall be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
4. The Customer shall place orders for the purchase of Containers by giving a purchase order to the Company ("the Order"). The Order shall constitute an offer by the Customer to purchase the Containers in accordance with the Ts&Cs. The Company may accept or decline Orders at its absolute discretion. An Order shall only be deemed to be accepted when the Company issues written acceptance of the Order.
5. 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.
6. The Company reserves the right to increase the price quoted for the Containers, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost that is due to:
 - a) Any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
 - b) Any request by the Customer to change the delivery date(s), quantities or types of Containers ordered, or the Container specification; or
 - c) Any delay caused by any instructions of the Customer in respect of the Containers or failure of the Customer to give adequate or accurate information or instructions in respect of the Containers.
7. Customers without a credit account are required to pay 50% (minimum) of the value of the Order upon confirmation of an Order and the remaining balance prior to delivery. Any pre-payment requirements will be specified by the Company upon confirmation of the Order.
8. All invoices issued by the Company are payable without discount of any kind in Pounds Sterling by the due date stated in the invoice ("the Due Date") and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason whatsoever.

9. 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 Due Date until the date payment is received by the Company (whether before or after judgement) on a daily basis at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0% and reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount. The Company may suspend all further deliveries of the Containers until payment has been made in full.
10. The Customer understands and hereby acknowledges that all Containers are sold on a strict "as is" basis 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. 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 between the parties in writing). All warranties implied by law are excluded to the full extent legally possible.
11. Title in the Containers will remain with the Company until the Company receives payment in full for the Containers and all other sums that are due to the Company from the Customer. Until title has passed to the Customer, the Customer shall:
 - (a) store those Containers separately from all other containers held by the Customer so that they remain readily identifiable as the Company's property;
 - (b) not remove or deface or obscure any identifying mark or packaging on or relating to the Containers;
 - (c) maintain those Containers in satisfactory conditions and keep them insured on the Company's behalf for their full price against all risks.
12. The Company may at any time before title passes, and without any liability to the Customer, require the Customer to deliver up the Containers in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or any third party where the Containers are stored in order to recover them.
13. 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 Customer's 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 the Customer at delivery. If the Customer has not taken delivery of the Containers by the agreed delivery date, the Company may charge reasonable storage costs and/or resell or otherwise dispose of the Containers.
14. Delivery dates are approximate only and the time for delivery shall not be of the essence. Unless agreed otherwise by the Company, where an agreed delivery date is cancelled or postponed by the Customer:
 - (d) less than one working day before the agreed delivery date then 100% of the delivery costs quoted, less the fuel surcharge, will be payable by the Customer;
 - (e) more than one but less than two working days before the agreed delivery date then 50% of the delivery costs quoted, less the fuel surcharge, will be payable by the Customer;
 - (f) More than two but less than three working days before the agreed delivery date then 25% of the delivery costs quoted, less the fuel surcharge, will be payable by the Customer.In addition to the above, the Customer will be liable for paying any other reasonable costs incurred as a result of the cancellation or postponement.
15. Nothing in these Ts&Cs shall limit or exclude the Company's liability for death or personal injury caused by the Company's negligence or any liability which cannot legally be excluded or restricted.

16. Subject to clause 15:
- (g) the Company shall not 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; and
 - (h) the Company's total liability to the Customer for all other losses arising under or in connection with any Order, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the price for the Containers, as outlined in the Order.
17. Access to collection/delivery sites is the sole responsibility of the Customer. Any damage to Company's vehicles and/or property, additional time spent above that quoted and any recovery charges that arise due to poor access or roadways are the sole liability of the Customer and must be paid for in full by the Customer.
18. The Company reserves the right to charge a fee for visiting a customer's site to repair or conduct an alteration to the Containers if the issue has arisen other than as a result of the Company's breach.
19. These T&Cs shall in all respects be construed and interpreted in accordance with the law of English and Wales and any dispute arising out of them shall be subject to the exclusive jurisdiction of the Courts of England and Wales.