



STANDARD TERMS AND CONDITIONS

1) Definitions

- a) "The Company" means Container Sales & Leasing Ltd (CSL Containers), as well as "The Lessor".
- b) "The Client" means the company or individual purchasing, leasing or hiring equipment from CSL.
- c) "The Equipment" means containers and includes the machinery, cables, plugs, locks & keys and other equipment supplied with the container, or other such things that CSL may lease from time to time.
- d) "On Hire Date" means the date that The Company and The Client agree that the daily rate of billing starts. This date may not be the same as the "Gate Out Date".
- e) "Off Hire Date" means the date that The Company stops billing The Client the daily rate.
- f) "Gate Out Date" means the date that the equipment physically leaves the on hire location.
- g) "Gate In Date" means the date that the equipment physically enters the off hire location.

2) Acceptances:

- a) No order will be accepted except on these conditions of trading, and any terms proffered by The Client are hereby excluded. An order placed by a Client whether in writing, fax or e-mail shall be deemed to constitute an offer by The Client to enter into a contract on these conditions and may be accepted by The Company by fax, e-mail or in writing or, in the case of a verbal order, verbally. All verbal orders must be confirmed in writing to The Company within three working days whether or not such order has been accepted by The Company.

3) Quoted Prices

- a) Quoted prices are based on the costs of labour, materials, and freight at the date of the quotation. The quoted price may be increased by The Company at any time (including by issue of an invoice) to the extent that the cost of the goods to The Company increases as a result of an increase in any of the above costs after the date of the quotation.
- b) In the event any errors are made by The Company in computing the quoted price, the quoted price may be adjusted to correct such errors. Such increased or corrected price will be the contract price.
- c) Unless otherwise stated all quoted prices exclude GST. GST will be charged at the statutory rate (currently 15%).

4) Lease Term and Rate:

- a) The term of the lease shall commence on the gate out date (or other date as agreed by both parties) specified on the lease agreement and shall continue for the minimum period specified on the lease agreement or satisfactory re-delivery of the containers as defined in the "Returns" clause below whichever occurs latest.
- b) The Company has based its lease rate on the indicative lease period as advised by The Client. Should the period of lease be extended or reduced, The Company may at its discretion recharge The Client the correct lease rate for the applicable period of lease.
- c) Unless otherwise stated the minimum term for any lease is 30 calendar days.
- d) The Client shall pay rent at a daily rate as specified on the lease agreement for the equipment ordered, also specified on the lease agreement. Rent payments shall be made to the account of The Company.

5) Purpose-Made Containers:

- a) In the event that The Client does not require "purpose-made" equipment for the full agreed minimum lease term, The Client shall pay The Company a premium in addition to the lease rate to cover any special modifications to the equipment requested by The Client. Additionally, The Company may require such modifications to be removed at lease termination at The Client's expense and The Client indemnifies The Company in full for all such costs to The Company.
- b) When the quotation is in respect of the sale of purpose made goods to be manufactured by The Company, a deposit of 50% of the amount quoted is payable before work commences. The balance is due on completion of the work before the container is delivered or released.
- c) When the order is in respect of the sale of "purpose-made" equipment to be manufactured by The Company, the purchaser shall not be entitled to cancel any order which is accepted by The Company once work has begun on it (unless The Company in its sole discretion agrees to accept such cancellation). If The Company agrees to cancellation, The Company may charge the purchaser for all costs and expenses incurred by The Company (whether directly or indirectly) in respect of the contract including The Company's loss of profit.

6) Availability:

All Equipment is offered subject to availability at date of receipt of order.

7) Delivery

- a) Delivery times quoted are subject to, and date from:-
 - i) Receipt of an order pursuant to a quotation, and
 - ii) Provision of all necessary information by The Client to enable The Company to proceed with the lease or fabrication of "purpose-made" equipment.
- b) The Company will use all reasonable endeavors to make delivery at the time requested, but if for any reason whatsoever the delivery shall be delayed, The Company shall not be responsible for any loss or damage whatsoever sustained by The Client or any person, firm or corporation by reason of such delay and The Client shall still be obliged to accept the delivery.
- c) The Company shall deliver to The Client the equipment specified on the lease agreement or the sale invoice.
- d) Transport charges in respect of the delivery of the equipment are payable by The Client both from the The Company's depot to The Client's Location, and
- e) In the case of a lease, from The Client's Location back to The Company's depot.

STANDARD TERMS AND CONDITIONS

8) Illustrations and Drawings:

- a) Any illustrations or drawings provided by The Company are for conceptual purposes only, and may not accurately represent the finished product, and any specifications cannot be taken as exact in detail at any time.
- b) All Drawings provided to The Client remain property of The Company and are to be treated as confidential.

9) Returns and Movement of Lease Equipment:

- a) The Client is required to advise The Company in writing whenever any equipment which is on lease is moved to another site.
- b) The Client is required to give The Company 24 hours notice of its intention to terminate the lease. All equipment must be returned in a clean and tidy condition, fair wear and tear excepted. The equipment shall be returned to The Company at the location(s) specified on the lease agreement, at the cost of The Client.
- c) Upon return, The Company will inspect the equipment and if damaged or excessively dirty, will prepare repair estimates for repairs and/or cleaning to be paid by The Client. The Client shall authorise these estimates within seven (7) working days from receipt. On default The Company may authorise repair estimates on The Clients behalf and charge accordingly.

10) Payments:

- a) Unless otherwise stated all payments shall be due by the 20th of the month following the issue of the invoice. If any payment is not made thirty (30) days from the date of the invoice, The Company shall have the right to charge default interest on those monies outstanding at 3% above the bank overdraft rate, calculated daily from the due date to the receipt of payment by The Company. The overdue account will also be sent to The Company's credit agency for collection. All debt collection fees and legal costs are payable by The Client and will be added to amount owing.
- b) If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in the previous paragraph (a). Payment of the disputed portion may be withheld provided the matter is brought to The Company's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to this company within seven days of the dispute arising. This company undertakes to address the dispute immediately upon receipt of such advice.
- c) The customer shall pay or reimburse The Company all costs and/or expenses incurred by The Company in instructing a Solicitor and/or Debt Collection Agency to recover any amount overdue for payment. Such costs and expenses may bear interest plus GST as provided in paragraph (a) from the date upon which they are paid or incurred by The Company up to and including the date upon which the customer shall pay or reimburse The Company.

11) Ownership and Risk:

- a) All articles of equipment supplied on lease are and remain at all times The Company's property and in default of lease payments being promptly made, The Company shall have the option to terminate the lease and take immediate possession of the equipment without effect to its right to damages for breach of contract. All recovery costs incurred by The Company will be paid by The Client in addition to any unpaid rent and other charges payable hereunder. All equipment received by The Client remains its responsibility until the equipment is returned to The Company's premises. The Client will not sell, mortgage, pledge or sublet the equipment during the continuance of the lease.
- b) All articles of equipment supplied on sale are and remain at all times The Company's property until such time The Company has received the full purchase price. If payment has not been received by the payment dates specified then The Company shall re-take possession of the equipment without effect to its right to damages for breach of contract. All recovery costs incurred by The Company will be paid by the purchaser and other charges payable hereunder. The purchaser will not sell, mortgage, pledge or sublet the equipment until such time The Company has received the full purchase price.
- c) The Client shall accept full responsibility for the safekeeping of any equipment on lease and indemnify The Company for all loss, theft or damage to the equipment, however caused. Such indemnity shall include for negligence or misuse by The Client. The risk of the equipment shall pass to The Client upon delivery.

12) Damage to Lease Equipment:

- a) Excluding fair wear and tear, The Client will be responsible for any damage to, spoilage of or theft including, without limitation, condensation, humidity, transport, theft, fire, vandalism, graffiti, vermin, insects, heat, cold, dust, water or loss caused by forces of nature.
- b) In the event of any equipment is lost, stolen, destroyed or damaged The Client must immediately notify The Company in writing.
- c) In the event of a total loss, or in The Company's opinion repair would be uneconomical, The Client will be charged the replacement value of the equipment, this is the market value outline by The Company's current price list at the time of loss, and will not incorporate any depreciation.
- d) If equipment is damaged by negligence (in The Company's sole opinion) The Company reserves the right to continue billing The Client for the hire of equipment until the unit has been repaired.

13) Liability:

- a) The Client will fully and completely indemnify The Company in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the equipment, and in respect of all costs and charges in connection therewith, whether arising under statute or common law.
- b) The Client acknowledges that The Company has made no warranties, express or implied of any kind or nature whatsoever, relating to or effecting the use and/or operation of the Equipment. The Client agrees that in no event shall The Company be liable to it for any loss of profits or consequential damages arising out of the use of any unit of the container during the term of this agreement, or any extension thereof, or by any other person(s) permitted or authorised to use or operate the equipment.
- c) Force Majeure - The Company shall not be liable for any delay, alteration or failure in delivery if occasioned by any event beyond The Company's control.

STANDARD TERMS AND CONDITIONS

14) Insurance:

The Client will insure all leased equipment with such reputable insurer in the joint names of The Company and The Client. Such insurer and the terms of the policy or policies to be issued shall be subject to the approval of The Company and all costs associated therewith, including stamp duty thereon, shall be paid by The Client.

15) Operating and Maintenance of Equipment:

- a) The Company will ensure that instructions for the operation and maintenance of the equipment are contained in manuals or other documents which will be supplied to The Client with the lease agreement. Instructions supplied are to be strictly observed by The Client.
- b) The Client shall at its own expense at all times maintain the equipment in good and efficient working order and keep it fully and properly repaired. The Client shall ensure that all maintenance and repair work is carried out by suitably skilled labour under competent supervision and (where applicable) using components or parts or materials of type and standard equivalent to the original.
- c) The equipment shall be used by The Client for storage of non-hazardous, non-corrosive, non-obnoxious, non-explosive or non-toxic substances only. In particular, The Client shall comply with the manufacturers loading limitations and prevent excessive impact and concentrated loads. Also, it shall not use any equipment for storage or transportation of unprotected corrosive substances, high density, poorly secured materials, or bulk commodities which may corrode, oxidise, explode, seriously dent, puncture, contaminate, strain or damage the container or make any other use of the container which may result in damage hereto.

16) Site Access:

Acceptance of any lease or sale gives The Company any necessary licence with a right of access to any site to which its equipment has been delivered at all times, or to any other site at which The Company's property is located, and for any purposes connected with the lease transaction. The Client indemnifies The Company against all costs (including legal costs) and claims associated with any action brought against The Company on the basis it does not have a right of access to a site for the purposes of this provision.

17) Right to Terminate Agreement and Retake Equipment:

In the event that The Client fails to perform any of its obligations, or has a trustee or receiver appointed for it, or has an arrangement in bankruptcy or reorganisation or other modification or alteration to the rights of its creditors accomplished, or if The Client files any petition for or consent to any such modifications or alteration, or seeks to make any arrangements for the benefit of creditors, The Client shall thereupon be in default under this agreement. In these circumstances The Company will then have the right to immediately terminate the agreement by written notice to The Client, and enter and retake any lease equipment from The Clients premises. The Client agrees that retaking the equipment under these circumstances, would be without any further liability of obligations to The Client, and would not release The Client from its obligations for the payment of all outstanding debts.

18) Privacy Act 1993

The Client and any Guarantors, including the directors of a limited liability company give consent to The Company to collect and disclose personal information provided on an account application form for the purposes of:

- a) Verifying information given to The Company with third parties and their databases, including, but not limited to NZ Transport Authority, Motor Vehicle Register and the PPSR.
- b) Carrying out credit checks with a Credit reporting agency for making a credit decision or for the requirements of the Anti-Money Laundering and Countering Financial Terrorism Act 2009.
- c) Debt recovery including an agent to collect any outstanding debts.
- d) Notifying credit agencies of a default by The Client.

19) Personal Property Securities Act 1999:

- a) On The Company's request The Client must promptly execute any documents and do anything else necessary to ensure that the security interest created under this document constitutes a perfected security interest (as that term is defined in the Personal Property Securities Act 1999) over your assets and undertaking, including: executing any amendments to the documents that are reasonably requested; executing any replacement or additional security documents; and providing any information that The Company requires to complete a financing statement or financing charge statement.

20) General:

- a) The Company is entitled to vary these terms and conditions at any time without giving notice.
- b) Even if The Company does not insist on strict performance of these terms and conditions, The Company is not taken to have waived its right to later require strict performance.
- c) If any of these terms and conditions are invalid or unenforceable in any jurisdiction they are, if possible, to be read down so as to be valid and enforceable. The read down provision will only apply in the relevant jurisdiction. If the provision cannot be read down, and it can be severed to the extent of the invalidity or unenforceability, it is to be severed. The rest of the provisions, and the validity or enforceability of the affected provision in any other jurisdiction, will not be affected.
- d) These terms and conditions are governed by New Zealand Law.

