

3608 S Wilmington Street
Raleigh, NC 27603
919-562-9187
sales@carolinacontainers.com
www.carolinacontainers.com



Master Sales Agreement Terms & Conditions

Purchase

Containers ("Equipment") per related invoice are being sold and transferred by Carolina Containers ("Seller") to Purchaser in accordance to the terms hereof. Upon full payment of this invoice, Seller warrants that purchaser shall have ownership to the Equipment with respect to any and all parties claiming by, through or under Seller. No interest in or to the Equipment shall transfer unless and until full payment therefore is received by Seller. All Equipment is sold AS IS and in their current condition including all faults. Purchaser accepts the Equipment in the condition that it leaves the container yard and is advised to view and check the condition of the Equipment in person prior to purchase. If Seller's performance of this sale is, in whole or in part, prevented or hindered by any cause whatsoever, Seller shall have the right to cancel, without liability on its part, the entire or any portion or portions of this order so affected. Equipment must be scheduled for delivery within 30 days of the date payment is received, otherwise Seller has the right to cancel the order or charge the Purchaser storage fees of \$160 per 30 days until Equipment is delivered. All sales are final. Order cancellations requested by Purchaser after payment is made to Seller are subject to a 20% restocking fee. All orders containing modifications to Equipment are final and can not be cancelled or refunded once work has begun. All orders containing any and all modifications to Equipment require deposit (75% of total amount due on invoice) to be paid to Seller prior to any work being performed. If permits are required for the Equipment and/or modifications ordered, it is the Purchaser's responsibility to make Seller aware of such requirements. Electrical work provided is completed to code by an unlicensed electrician and will not have a license number provided.

Delivery

Seller shall have no liability for late delivery of any Equipment. Purchaser is responsible for all fees associated with the failure of Equipment delivery due to, but not limited to, site conditions. Purchaser is responsible for all trucking charges and delivery related issues in relation to the delivery of the units from the container yard. Seller shall have no liability for property damage caused by delivery or placement of Equipment. Driver working on behalf of Seller will not be responsible for any maintenance, alteration or modification related to the delivery or placement of the Equipment. Equipment placement upon delivery may vary based on site conditions.

Payment

Payment must be settled as per the terms agreed from the date of the invoice. If Purchaser fails to remit payment to the Seller when due, Seller reserves the right to cancel the order without prior notice. This invoice is an offer until paid. No Equipment is owned by anyone other than Carolina Containers until paid in full, regardless of who is in possession of the Equipment. Any Equipment that is in Purchaser's possession that is not paid for shall be returned immediately upon the request of the Seller. Payment is due prior to or at delivery of the Equipment unless otherwise indicated on the invoice. If Purchaser fails to make payment in full when due, Seller may, without prejudice to any other remedy it may have, charge Purchaser a service charge at the rate of eighteen percent (18%) per amount unpaid on invoice or the highest legal rate.

Disclaimer of Warranties

Purchaser is aware that Equipment that is "New / One Trip" are sold as one time used and may have normal wear and tear related to its transport. The Equipment is purchased by the Purchaser "AS IS / WHERE IS" without covenant or warranty by Seller of any kind whatsoever including, without limitation, warranties of merchantability, fitness for particular purpose, or condition of the Equipment compliance with applicable laws, codes, ordinances or governmental regulations relating to the environment, health, safety or otherwise. No oral agreement, guaranty, promise, condition, representation or warranty made to Purchaser by Seller its employees and/or agents with respect to the Equipment shall be binding upon Seller; all prior conversations, agreements or representations related thereto and/or to the Equipment are integrated herein, and no modification hereof shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

Taxes

Seller is complying with NC State Sales Tax Rules and Regulations, specifically NC Gen Statute Sections 105-164.3(4a), 105-164.3(17), 105-164.3(4a), 105-164.3(37) and 105-164.4(a)(2). If sales tax is not listed on invoice, Purchaser is responsible for reporting and paying any applicable local, state or federal taxes.

Consequential Damages

Under no circumstances shall Seller be liable hereunder for any lost profits or for special, indirect, punitive, incidental, consequential or exemplary damages, even if Seller has been advised of the possibility of such damages.

Indemnity

Purchaser will defend at its own expense and indemnify and hold harmless Seller, its agents and employees from and against any and all claims, losses, damages, liabilities, payments, demands, actions, proceedings, costs, penalties, fines, expenses, and fees (including attorney fees) arising out of. Or in connection with, (i) the sale of the Equipment to Purchaser, (ii) any subsequent use, possession, repair, operation or disposition of the Equipment; or (iii) any damage that may result from Purchaser using Equipment after purchase arising from improper maintenance, lack of inspection prior to use, or any other cause

Entire Agreement

These terms and conditions and the related invoice contain the entire agreement between Seller and Purchaser with respect to the Equipment listed in the invoice. The parties may modify this agreement only by written agreement signed by both the Seller and Purchaser.