

General Conditions of Sale of Containers

version 1.00, valid as of February 1, 2025

§1 Preliminary Provisions

1. These terms and conditions shall apply when any contract for the sale of a container is concluded by the **Eco Containers Valencia S.L.**, headquartered in Valencia, 10 Carrer del Braçal de Jardí Street, 46470 Massanassa, VAT ID: ES B98720998, in which the above-mentioned entity acts as a seller or intermediary, as well as for any legal or factual actions directly or indirectly related to the execution of concluded contracts, except that the transfer/delivery of containers may be made through a trusted supplier Blue Sky Intermodal (UK) Ltd.
2. These general terms and conditions can only be accepted by the parties in their entirety, and any changes to their provisions must be confirmed by the parties in writing or by email.
3. The container sales contract shall be construed in all respect in accordance with Spanish Law and for this purpose the parties hereby submit themselves exclusively to the jurisdiction of the Spanish Courts.

§2 Delivery

1. Buyer will take delivery of the Equipment (containers etc.) at the Seller's depot unless otherwise mutually agreed by Buyer and Seller.
2. Unless nothing has been agreed to the contrary in writing, Seller will make all deliveries EXW depot and ex-stack.
3. The parties understand, agree, and accept that the container will be released by the depot in the conditions that the latter deems appropriate, unless the Buyer has indicated at the time of purchase that they wish to receive the container under specific conditions of temperature, humidity, or any other.
4. Delivery Charges (lift-on handling onto Buyer's transport, excluding barge related charges) are for the account of the Seller.
5. The buyer is obliged to inspect (haulier check) the container(s) before leaving the warehouse, and in case of any discrepancy, while the unit(s) is/are still in the warehouse, to immediately request a replacement container. If no irregularities are found at the time of the container's release, the Buyer declares that he will not raise further objections at a later time.
6. Upon final payment and delivery of the container, title to the Equipment shall pass to the Buyer. All risk of loss or damage to the Equipment or liability arising as a result of the ownership thereof shall pass to Buyer when Buyer accepts the Contract when paying the proforma invoice.
7. After the delivery, Buyer shall remove from the Equipment all markings and lettering pertaining to the Seller or previous ownership of the Equipment (including markings on the CSC plate and the Owner's plate).

§3 Payment

1. Payment will be made prior to delivery of any Equipment to Buyer unless otherwise mutually agreed by Buyer and Seller. Buyer will accept and pay for Equipment as detailed on the invoice.
2. The payment term is determined by Seller (usually 7 days or 30% of the total of the proforma in advance). The release will be shared along with the proforma invoice anytime within 48 hours from the moment in which Seller have received purchase confirmation.
3. All invoices shall become due for immediate payment without deductions. If, in exceptional cases, payment by instalments has been agreed and should the Buyer fail to pay the instalments by the agreed deadlines, Seller shall be entitled to request immediate payment of the total outstanding amount.
4. The day of payment is considered the day of receipt of the amount due on the Seller's bank account.

§4 Storage Charges

1. In the event of payment for the container(s) and subsequent failure of the Buyer to take delivery of the container, the Seller shall be entitled to charge the cost of storing the container(s) at the Depot.
2. Storage charges at Seller's depot will be for the account of the Buyer commencing 14 days after the date of release of the Equipment being given by the Seller to the Buyer unless otherwise mutually agreed. All charges after the end of the pick-up period will be at Buyer's expenses.
3. Storage costs are up to US\$2 per day for 20' dry and reefer, US\$4 per day for each 40' dry and reefer and US\$4 per day for each 45', or the equivalent in the invoicing currency.
4. The Buyer shall take possession of the container within 1 month after the release has been sent from the date of receipt of the release document. In the event the Buyer fails to collect the container within the specified time period, Seller reserves the right, at its sole discretion, to either (a) terminate the sale agreement and/or (b) impose a storage fee, as invoiced. Should Seller elect to terminate the sale, the Buyer shall be entitled to a credit note/refund of any amounts paid, less a cancellation fee of 100€
5. The maximum deadline for proceeding with the cancellation of the order is 2 months. If this period of time is surpassed, the sales agreement will be automatically cancelled and the fee of 200€ of the total invoiced amount will apply.

§5 Liability

1. The parties agree that the warranty or guarantee for the containers is excluded.
2. Buyer shall indemnify and save Seller harmless from and against all claims and suits (including all expense in defending any claim or suit such as court costs, solicitors fees, and other expenses) for loss or damage to property or cargo of any person and for personal injury (including death) to any person arising out of or incident to the ownership, possession, operation, control, use, or maintenance of the Equipment arising after delivery of the Equipment to Buyer.
3. Each piece of Equipment sold under the contract is purchased by the Buyer "as is, where is", without warranty by Seller of any kind, express or implied, including without limitations, warranties or merchantability, fitness for particular purpose or condition of the Equipment. The Buyer shall indemnify and hold harmless the Seller against any and all actions, claims and demands whatsoever that may be lodged against the Seller due to accidents and other events arising out of ownership of the Equipment effective upon release being given of each piece of Equipment by Buyer to Seller.
4. Any sales tax, value added tax (VAT), transfer, excise, customs duties, or other similar taxes applicable to the sale and delivery of the Equipment shall be borne by the Buyer. For any Equipment purchased for domestic use within the country of Sale, the Buyer shall be responsible for domesticating the Equipment within the specified time period from date of import in accordance with laws of that country. Buyer shall also be responsible for all taxes and associated costs arising from the domestication process. For any Equipment purchased in the country of Sale for export, the Buyer shall be responsible for closing the import bond by exporting the Equipment within the specified time period from the date of import in accordance with the laws of that country. Any costs incurred by the Seller or importing party of the Equipment for failure by Buyer to domesticate or export the Equipment within the specified time period, shall be borne by the Buyer.
5. The Buyer is obliged, under C.S.C. Regulations, in all cases where a container is to be used in marine transport: to maintain the container in a safe condition, to use their own identification number on the plate and to maintain records of C.S.C. re-examination dates.
6. At the time of sale, the Containers shall not be cleared for Customs purposes in the country where the Containers are located and therefore continue to be subject to the temporary import relief regime, as specifically provided for international Container traffic. The Containers are sold on the condition that the Buyer agrees to use the Containers solely for international freight transport. If the Buyer subsequently decides to import the Containers for local use into the country of sale, then the Buyer agrees that it will act as importer of record and will be responsible for all fees and taxes. Buyer shall be responsible for and shall

pay any import value-added tax, custom duty or other taxes, assessed as a result of the importation of the Containers.

7. Any events or circumstances beyond the reasonable control of the Seller, including but not limited to war, civil unrest, strikes, lockouts, pandemics, governmental restrictions, transportation delays, that directly or indirectly impact Seller's suppliers, shall relieve Seller of its obligation to provide the services or complete the delivery for the duration and extent of such events or circumstances. If such events or circumstances render the performance of the Agreement economically unfeasible for the foreseeable future, Seller shall be released from its obligations. In such cases, any agreed-upon service or delivery timelines shall be reasonably extended. Seller reserves the right to terminate the Agreement under these conditions without any liability for damages to the Buyer.

§6 Reefer Containers

1. The provisions of this paragraph apply in particular to refrigerated (reefer) containers, however, to the extent possible, also to other types of containers.
2. The Buyer accepts, understands, and agrees that functional Reefer containers offered by the Seller have undergone a Pre-Trip Inspection process unless the parties have expressly and in writing negotiated otherwise.
3. The Buyer accepts, understands, and agrees that the execution of a PTI means that the container works correctly at the time of collection, but the latter does not guarantee that the reefer will function correctly during transport and/or unloading.
4. The Buyer accepts, understands, and agrees that they are solely responsible for damages, whether direct or indirect, arising from the malfunction of the unit or from mishandling, including but not limited to, short circuits after collection, poor logistical management leading to cargo damage, software errors, improper handling of the unit, sudden deterioration of equipment components, among others.
5. The parties may agree that the container, at the time of collection, has specific conditions such as temperature, humidity, among others. The Buyer accepts, understands, and agrees that the responsibility for ensuring compliance with the agreed-upon release conditions rests with the hauler and the depot. Likewise, the buyer accepts, understands, and agrees that, in the absence of proof, the collection of the container constitutes tacit acceptance that it met the specific conditions that may have been agreed in the purchase agreement.
6. The Seller may sell reefer containers subject to proof of export. Failure by the Buyer to fulfill this obligation will make them liable for any resulting damages due to the breach of contract.
7. In the case of the sale of a refrigerated container, immediately after the transfer of ownership, the Buyer is obliged to register the container in the Central Register of Operators.

§7 Final Provisions

1. If any provisions of this General Terms & Conditions prove to be invalid, this shall not affect the validity of the remaining provisions.
2. In matters not covered by these terms and conditions, the relevant provisions of Spanish law shall apply.
3. Any disputes that may arise in connection with the sale of the container(s) will be resolved by a common court with jurisdiction over the Seller. The law of Spain shall have exclusive jurisdiction over disputes arising out of this agreement.
4. *****Containers are NEW but may have some minor marks or tiny dents due to the fact containers moved one-way trip with cargo*****

