



[name of seller] (Seller), [name of buyer] (Buyer)

1. **DESCRIPTION AND QUALITY** Seller will transfer/deliver to Buyer, and Buyer will accept and pay for Equipment as detailed on the invoice. Each item of equipment will be identified by its serial number on the invoice or letter of assignment.
2. **DELIVERY** Buyer will take delivery of the Equipment at the Seller's depot unless otherwise mutually agreed by Buyer and Seller. Payment will be made prior to delivery of any Equipment to Buyer unless otherwise mutually agreed by Buyer and Seller. Delivery Charges (lift-on to Buyers transport, handling, etc.) are for the account of the Seller.
3. **TITLE** Upon final payment, title to the Equipment passes to 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 signs the Contract. 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.
4. **WARRANTIES** Each piece of Equipment sold under this 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.
5. **TAXES AND CUSTOMS DUTIES** 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.
6. **MARKINGS** After payment in full is received by the Seller, Buyer shall remove from the Equipment all markings and lettering pertaining to the Seller or previous ownership of the Equipment (including markings on the C.S.C. plate and the Owner's plate).
7. **APPLICABLE LAW** This contract shall be construed in all respect in accordance with Wyoming Law and for this purpose the parties hereby submit themselves exclusively to the jurisdiction of the Wyoming Courts.
8. **STORAGE CHARGES** Storage charges at Seller's depot will be for the account of the Buyer commencing 7 days after the date of release of the Equipment being given by the Seller to Buyer.
9. **C.S.C. PLATING** This is to remind all Equipment purchasers that they are 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.

[name of buyer] , herewith accepts the terms and conditions of sale as advised to me by [name of buyer] on invoice number [invoice number] dated [date];

For ContainerAuction, Inc,

Signed: _____

Print Name: _____

Title: _____

Date: _____

Please complete the above and return a copy to [name of seller] by mail or fax.