



P3 Containers LLC

1711 Pantai Avenue, Chula Vista, California 91913 U.S.

Terms and Conditions

These Terms and Conditions of Sale shall constitute a legally binding contract between the "Seller" and the "Buyer". In the event the Seller renders services or sale and issues a document containing its own Terms and Conditions governing such sale, the Terms and Conditions set forth in such other document(s) shall govern this sale. These Terms and Conditions of Sale are referred to as "This Agreement" herein:

1. Definitions:

- 1.1. The "Seller" refers to the company rendering services (P3 Containers LLC)
- 1.2. The "Buyer" refers to the person for which the Seller is rendering sale, including, but not limited to, shippers, carriers, secured parties, buyers and/or sellers, shipper agents, consignees, etc. It is the responsibility of the Buyer to provide notices and copy(s) of these terms and conditions of service to all such agents or representatives.
- 1.3. "Confirmed" means when both parties agreed to do the sale, with an agreed buying rate.

2. Sales Condition. The Seller sells the equipment(s) listed in sales release to BUYERS "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 conditions of the Equipment(s) or compliance with applicable laws, codes, ordinances, or governmental regulation relating to environmental health, safety or otherwise. The seller shall in no event be responsible for any damages arising in strict liability or for incidental or consequential, damages from Equipment(s).

3. Pick-up. The buyer must provide the Seller the following information: (a) trucking company, (b) phone number, (c) truck plate number, (d) driver's name, (e) driver's contact number, and driver's license number. All this information will be indicated in the Release Order, without which, the pick-up will NOT BE AUTHORIZED. The Buyer must pick-up equipment(s) within five (5) working days from the date the buyer receives release from the Seller. In the event the Buyer fails to pick-up the Equipment(s), the Seller may have the option to cancel the sale. The BUYER's confirmation of sale constitutes these Terms and Conditions even if the buyer has not signed them.

4. Storage Fee. If equipment(s) are not picked-up after its 5th day from the date of release, the storage fee will apply at the rate of \$5 per day.

5. Cancellation of Sales. In an event where the BUYER is in breach of the contractual obligation of these Terms and Conditions, the Seller has the right to cancel the sale. All confirmed sales will be subjected to 10% cancellation charge plus additional storage of \$5 per day if applicable. In case the BUYER wants to cancel it before RELEASE information is provided, The BUYER can cancel it anytime. However, in case the BUYER wants to cancel after RELEASE information is provided, the BUYER can cancel and get it refunded by 70% of sales while 30% will be reserved to recover for possible loss due to cancellation.

6. Payment. All invoices issued by the seller are payable upon receipt. Release details will not be available if payment is not made. In the event the Buyer fails to make payment when due, the seller has the right to charge a penalty of 1.5% per month for the unpaid balance. The seller has the option to debit the client's bank account via ACH or through a client credit card provided if deemed necessary. In the event this Agreement is placed by the seller in the hands of the collection agency for collection, Client agrees to pay an additional 35% for handling fee. Client also agrees to pay attorney's fees and other administrative costs related to collecting outstanding amounts.

7. Force Majeure. The Seller shall be released from liability to perform a sale where the Seller is prevented by circumstances beyond its control and wherein the seller could not reasonably have foreseen. Any failure of any party to perform its obligation under these Terms and Conditions shall be deemed not a breach of contact.

8. Right to Lien. The Seller has the right to lien on any or all properties of the Buyer in compensation for monies owed to the Seller for the sale rendered. The Seller shall provide written notice to the Buyer/Client of its intent to exercise such a lien, the exact amount of monies due and owing, as well as any on-going other charges within 48 hours from the date he received such a letter.

9. Taxes. The Buyer agrees to pay, indemnify and hold the Seller harmless for sales, transfers, registration fees, sales taxes, value added taxes, stamp taxes, goods and service taxes and other taxes, levies, duties, charges or withholding of any nature, together with penalties, fines or interest by any taxing authority because of the purchase, sale, delivery and transfer of the Containers, other than taxes based on, or measured by, the income or gross receipts of the Seller.

10. Neutralization. The Buyer agrees and is responsible at his expense, for the "neutralization" of the Equipment(s) and will promptly remove all previous ownership markings and identification plates. The Buyer will defend at its own expense and indemnify and hold harmless the Seller from and all claims, losses, damage, liabilities, demands, actions, costs, expenses and fees (including attorney's fees) arising out of, or in connection with, the sale of the Equipment(s) to the Buyer or any subsequent use, operation or disposition of the Equipment(s) not being properly neutralized.

11. Reservation of Title. The Seller retains full responsibility of the equipment(s) until complete payment of the purchase price. All risks of loss of or damage to the equipment(s) and all liability arising out of Buyer's use or possession of the Equipment(s) shall pass to the Buyer upon delivery of the Equipment(s). The Seller is no longer liable and can be held harmless on Buyer's third-party transactions.