



CONTAINER TRADING LTD. CO.

**GENERAL TERMS AND CONDITIONS FOR
SALE AND PURCHASE CONTRACTS OF MOBILBOX KFT.**

The words 'container' or 'containers' used hereunder this present general terms and conditions shall be considered as the 'subject of sale' in case the subject of the given sale and purchase contract is not container.

1. Handover

1.1. Handover shall take place at the premises of the Seller with a written minutes taken. Such minutes shall record the condition of the container, and it shall be signed by the parties (or their representatives present). The Buyer may inspect the subject of the contract prior to signing the sale and purchase contract at the premises of the Seller in order to check if it adequate compared to the Buyer's demands. If the Buyer fails to inspect the subject of the sale, prior to signing the contract, than it shall not be entitled to raise any objection later.

1.2. If the Buyer or its representative fails to arrange for handover on the premises of the Seller, than parties must approve the minutes drawn by the container depot as certifying the condition.

1.3. If the subject of the sale is transported from the manufacturer to the Buyer directly, than the inspection of the condition shall be made at the place of handover to the Buyer during such handover. The Buyer must notify the carrier on each objection or notice at the spot and to record it on the carrier's letter.

2. Installation

2.1. If, according to the sale and purchase contract, the place of handover of the container(s) is the place appointed by the Buyer, than a pre-condition to the installation of the containers shall be the prepared deployment site, such preparation shall be the Buyer's obligation and cost. The Seller shall burden the Buyer with the extra costs (for example: fees of carrier and/or penalty, etc.) arising for the non- or poorly-prepared site. The transportation costs set out in the sale and purchase contract may only be valid in case of adequate installation circumstances (required quality ground, approachable deployment place, secure working conditions, etc.) The Seller shall not be obliged – unless explicitly stipulated otherwise in writing - to install electrical or other utilities, this is not included in the agreed prices and fees.

2.2. In case the Seller– upon separate written agreement – undertakes to connect utilities, than the Buyer is obliged to set up utility connection points within a maximum 1 meter – obstacle free-distance from the planned site of the container.



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2.3. It is always the Buyer's obligation to obtain the permits required for the installation, usage and operation.

2.4. All transportation in connection with the fulfillment of the sale shall be made on the risks and costs of the Buyer. For such purposes the Seller shall contract a carrier – or forwarder if needed – in the name of the Buyer. The Seller shall not provide carrier or forwarder liability. The Seller shall not be obliged to exercise any claim against the carrier and/or the forwarder, all such claims and rights are assigned to the Buyer.

3. Warranty

3.1. The Seller warrants that there are no third persons who have any rights regarding the subject of the sale that may interfere with the Buyer's acquisition of the ownership title.

3.2. The Seller warrants furthermore, that the subject of the sale shall be adequate for contractual use. The Seller shall be freed from such warranty, if – at the time of the sale – the Buyer was or should have been aware of such defect or deficiency. In case of sale of used or highly used container, the parties may stipulate in the contract that the Seller excludes its warranty, and in such event the amount of the purchase price always reflects such exclusion.

3.3. The Buyer shall notify the Seller regarding its complaints without delay, but within maximum 8 days upon detecting a defect. The Seller shall send its experts within 30 days – on an agreed date and time – to the place of the container, who shall detect and record the defects and the causes of such defects.

3.4. In event of deficient performance falling within the warranty obligations of the Seller, the Buyer shall be entitled to request repair. Such repair must be started within 30 days from the detection of the cause of the defect and must be completed within a technically reasonable time. Upon the Seller's discretion, the repair works shall be carried out on the spot or at the premises of the Seller. If the later, than the costs of transportation shall be borne by the Seller.

3.5. If the Seller refuses to repair the defects acknowledged to fall within the scope of warranty, than the Buyer – upon its sole discretion – may choose replacement or adequate reduction of the purchase price. If the Seller refuses both replacement and price reduction, than the Buyer shall be entitled to rescind from the contract.

3.6. The Buyer may only be entitled to withhold a part of the purchase price in accordance with the measure of the deficiency/defect and only until the repair or replacement is made. The Buyer shall not be entitled to exercise its warranty rights, if:

- the Buyer was in delay with its payment obligations arising from the sale and purchase contract and fails to settle such outstanding up to the adequate amount until the notification on the deficiency;
- the Buyer withholds more payment arising from the sale and purchase contract than it would be adequate compared to the defect or deficiency.

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4. Damages to third parties

The Seller shall not be liable for damages caused to third parties in connection with the use of the container. The Buyer shall be obliged to indemnify the Seller from any such claims upon first notice and must settle such disputes and claims with the given third persons.

5. Demands of the Seller, cancellation, termination of the contract

5.1. In case of default in payment, the Seller shall be entitled to default interest that shall equal to the double of the actual national bank base rate.

5.2. If the Buyer is in more than 15 days delay with the payment, than the Seller shall be entitled - upon its sole discretion and by way of written notice addressed to the Buyer – to mature the whole remaining outstanding and to demand such whole amount, or to rescind from the contract (cancellation). The Seller may exercise the right of rescinding from the contract following the maturation of the whole outstanding, if the Buyer shall not settle the whole outstanding within 8 days from the notice of the Seller thereof.

5.3. The Seller also be entitled to rescind from the sale and purchase contract, if the court shall order – in a final and binding decision – the liquidation or the forced dissolution of the Buyer, or in case the Buyer files for bankruptcy or voluntary dissolution.

5.4. The Buyer shall be entitled to cancel the sale and purchase contract, if the Seller is in more than 15 days delay with its handover obligation. If the Buyer is in delay with its obligation, than the delay of the Seller shall be excluded.

5.5. In event of termination/cancellation of the sale and purchase contract for whatsoever reason, the Seller shall be entitled to claim back and transport back the containers without any delay (notwithstanding any objection of the Buyer), and to open the container, to ascertain and record in a minutes the value of the goods found in the container – without the invitation of any expert or evaluator.

The Seller shall notify – if possible - the Buyer via telephone, fax or e-mail on the opening of the container (if closed) and the taking of the minutes, but the unsuccessful notification shall not be considered as an obstacle for the opening of the container with minutes taken: in such event the opening and the evaluation may be carried out in the presence of the Seller's representatives only. If, upon the estimation of the Seller, the goods found in the container do not bear any significant value, than the Seller shall be entitled to consider such goods as waste and throw it away. The Seller shall not be obliged to check the ownership of the goods found, neither shall it be obliged to check if there's any intellectual property right or copyright in connection with such goods, nor if such goods contain any personal, business or other secret or confidential information. The Seller hereby explicitly excludes liability for the damages arisen from the possible infringement of such rights.



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The Seller shall have pledge on the goods that may come into its possession. The Seller shall act as liable holder for items that are considered by the Seller with significant value. The Seller shall be obliged to keep such items for a maximum period of 30 days. After this deadline, the Seller shall be entitled to sell, use or throw away such items.

5.6. If the sale and purchase contract is terminated prior to the handover upon grounds falling within the liability of the Buyer (including if the Buyer rejects the handover or payment without any justified reason), then the Buyer shall pay 30% of the net container purchase price as penalty to the Seller, and it must refund the Seller all reasonable costs – that are above the amount of the penalty - that incurred in connection with the preparation for the fulfillment of the contract, including, but not limited to: installation costs, carrier's fees and costs, penalty, etc.

5.7. If the sale and purchase contract is terminated upon grounds falling within the liability of the Buyer following the handover, then the Buyer must pay usage fee for each calendar day it was in the possession of the container according to the actual rent fee list of the Seller. The Buyer must pay – above the amount of the usage fee – the 20% of the net price of the container as penalty to the Seller. The Buyer shall be obliged to refund the Seller all reasonable costs – that are above the amount of the penalty - that incurred in connection with the preparation for the fulfillment of the contract, including, but not limited to: installation costs, carrier's fees and costs, penalty, etc.

5.8. In event of delay of payment – if a claim enforcing company would be involved – the Seller shall be entitled to burden the costs (including, but not exclusive to: the fee of such company, success fee) to the Buyer and to collect such costs through claim enforcing company.

In event of delay of payment, the Seller shall settle the costs first (including the costs arisen according to the above paragraph), then the default interest, and finally the due capital amount.

5.9. Buyer acknowledges that the Seller's costs arisen in connection with this present contract shall be payable in Euros, therefore the fulfillment of the Buyer's payment obligations in due date is the special interest of the Seller. In event of delayed payment of the Buyer, the Seller shall be entitled to demand (as damages) the difference between the HUF/Euros exchange rates valid on invoice due date and the date of the actual payment, if such difference shall cause financial loss to the Seller.

6. Off-set, assignment

6.1. The Buyer may only exercise its right for off-set against the purchase price upon point 3.6 above, in the measure set forth there. The Buyer may not exercise off-set against the purchase price upon any other ground or above the measure set forth in point 3.6.

6.2. The Buyer may only transfer or assign its demands against the Seller to any third persons with the prior written permission of the Seller.



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7. Partial invalidity

The invalidity of any part or point of the sale and purchase contract or this present general terms and conditions shall not affect the validity of the remaining parts and points. The parties may decide mutually on the replacement of such invalid parts or points.

8. Miscellaneous

8.1. This present general conditions and terms shall also be valid and used by the parties in connection with the sale of all movables (above containers), including, but not limited to: container parts, container equipments and furniture.

8.2. Parties shall try to settle their disputes by way of peaceful conciliation. In lack of peaceful agreement, the parties stipulate the exclusive competence of Szentendre District Court for all disputes that fall within the competence of a city court. If the given dispute falls within the competence of a county court, than the parties shall not stipulate any exclusive competence pursuant to Section 41 subsection 1 of Act 3 (1952) on Civil Procedure.

8.3. For all matters not regulated herein and for the interpretation of the present terms and conditions the provisions of the Hungarian law shall be applied.

I hereby acknowledge the above.

Budapest, May 2013

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Purchaser