

Terms and Conditions of Sale
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JSL Global – QATAR ("Containers")

1. Liability for machinery(refer container):

2nd HAND REFER CONTAINER(S) will be supplied with independent report confirming machinery is in good working order. After delivery of the equipment to the Lessee, Lessee shall be solely liable and responsible to ensure machinery remains in good working condition. JSL GLOBAL does not offer any guarantee for the running and/or working of the machinery while under the custody of the Lessee. JSL GLOBAL does not offer on site maintenance of machinery while on lease to Lessee. Lessee needs to make their own arrangements for on going maintenance support while the container(s) is under the Lessee's control. Lessee agrees that no claim whatsoever, regardless of circumstances, shall be made against JSL GLOBAL in the event of any mechanical fault or malfunction of the reefer machinery, nor lay any claim against the Lessor for any subsequent cost or loss resulting from such fault or malfunction.

2. Sale Condition and Location; Late Delivery; Right to Cancel.

JSL GLOBAL sells the Containers listed in the Sale Release to Buyer in their current condition and at their current location (i.e., "As Is, Where Is"). Title to each purchased Container shall pass to Buyer upon Buyer's pick up of the Container. Risk of loss of a Container shall pass to Buyer upon the earlier of Buyer's payment or Buyer's pickup of the Container. JSL GLOBAL shall have no liability for late delivery or non-delivery of any Container. If any cause, in whole or in part, prevents or hinders JSL GLOBAL's performance of the sale of any Container to Buyer, JSL GLOBAL may cancel, without any liability on its part to Buyer, all or any portion or portions of the sale.

NEW CONTAINER(S) will be supplied with Manufactureres standard warranty, a copy of which is available on request.

3. Pickup of Containers.

Buyer must pick-up Containers within 03 working days after the date Buyer receives a Sale Release confirmation from JSL GLOBAL. In addition to any other remedy JSL GLOBAL may have, it may cancel the sale as of the 4th working day following Buyer's receipt of the Sale Release. Buyer's pick up of a Container constitutes acceptance of these Terms and Conditions of Sale even if Buyer has not signed them or an agreement of which they are a part.

4. Markings and Plates.

Buyer shall, at its own expense, promptly remove all JSL GLOBAL's prefixes and ownership markings, and permanently eliminate concerned shipping line/container owners name and ACEP approval number from the Consolidated Data Plate on each Container.

5. Payment.

Unless otherwise indicated in the Sale Release, payment is advance. If Buyer fails to make any payment when due, JSL GLOBAL may, without prejudice to any other party can sell that container to 3rd party /customer. .

6. Disclaimer of Warranties.

BUYER ACKNOWLEDGES THAT ALL CONTAINERS ARE USED CONTAINERS AND THAT IT IS PURCHASING THEM "AS IS, WHERE IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER JSL GLOBAL NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR REPRESENTATIVES HAS MADE OR WILL BE DEEMED TO HAVE MADE ANY TERM, CONDITION, REPRESENTATION, WARRANTY, GUARANTEE OR COVENANT EXPRESS OR IMPLIED (WHETHER STATUTORY OR OTHERWISE) AS TO (i) THE CAPACITY, AGE, VALUE, QUALITY, DURABILITY, DESCRIPTION, CONDITION, DESIGN, WORKMANSHIP, MATERIALS, MANUFACTURE, CONSTRUCTION, OPERATION, STATE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR SUITABILITY OF THE CONTAINERS OR ANY PART OF THEM, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, KNOWN OR UNKNOWN, APPARENT OR CONCEALED, EXTERIOR OR INTERIOR, (ii) THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS, (iii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (iv) THE CONFORMITY OF THE CONTAINERS TO THE SPECIFICATIONS REQUIRED BY ANY COUNTRY OR POLITICAL SUBDIVISION WITHIN WHICH THE CONTAINERS MAY BE USED OR (v) ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTAINERS OR ANY PART OF THEM, ALL OF WHICH THIS SALE EXCLUDES AND EXTINGUISHES. JSL GLOBAL SHALL HAVE NO LIABILITY TO BUYER FOR ANY CLAIM, LOSS OR DAMAGE CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY O CONSEQUENTIALLY BY THE CONTAINERS, OR BY ANY INADEQUACY, DEFICIENCY OR DEFECT IN A CONTAINER, OR FOR ANY CLAIM IN CONNECTION RELATING TO A CONTAINER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR OTHERWISE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, JSL GLOBAL DISCLAIMS AND BUYER WAIVES ANY WARRANTY REGARDING THE OPERATION OF MACHINERY OR TYPE OF REFRIGERANT REFRIGERATED CONTAINERS MAY CONTAIN.

7. Consequential Damages.

UNDER NO CIRCUMSTANCES SHALL JSL GLOBAL BE LIABLE FOR ANY LOST PROFITS OR FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF JSL GLOBAL RECEIVES NOTICE OF THE POSSIBILITY OF THOSE DAMAGES.

8. Indemnity.

Buyer will defend at its own expense and indemnify and hold harmless JSL GLOBAL, 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 attorneys' fees) arising out of, or in connection with, (i) the sale of the Containers to Buyer, (ii) any subsequent use, possession, repair, operation or disposition of the Containers; or (iii) any damage that may result from Buyer operating containers after purchase arising from improper maintenance, lack of inspection prior to use, or any other cause.

9. Assignment.

Buyer may not assign its rights or obligations hereunder without JSL GLOBAL's prior written consent, which JSL GLOBAL may withhold in its sole discretion.

10. Jurisdiction and Law.

The laws in effect in QATAR or concerned market where containers are sold by JSL GLOBAL, excluding its conflict of laws rules, shall govern these Terms and Conditions of Sale. The QATAR on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions of Sale. Any dispute or proceeding arising out of or relating to these Terms and Conditions of Sale shall be referred to arbitration in QATAR Court.. In connection with any legal proceeding to compel arbitration or to enforce an arbitral award, Buyer consents to jurisdiction and venue of the courts located in QATAR. Buyer agrees to pay JSL GLOBAL's costs and attorneys' fees in any action or arbitration brought to enforce any of the provisions of these Terms and Conditions of Sale or any right of JSL GLOBAL hereunder. A party may serve process upon the other party in any action or arbitration by commercial courier or by any form of mail requiring a return receipt.

11. Entire Agreement.

These Terms and Conditions of Sale and the related Sale Release contain the entire agreement between JSL GLOBAL and Buyer with respect to the Containers listed in the Sale Release. The parties may modify this agreement only by a writing both have signed.