

APM Terminals Used Equipment Sales

Terms & Conditions

1. Terms of sale

These used port equipment sales terms (the "Terms") set out the terms on which Seller agrees to sell and Buyer agrees to buy the used port equipment (hereafter "Equipment") displayed in this webpage.

2. Taxes

Prices on the Equipment specified in this webpage will be uncovered subject to Buyer request and are exclusive of all city, state, provisional and federal taxes, duties, fees and charges of any kind including, but without limiting the generality of the foregoing excise taxes, taxes on manufacture, sales, receipts, occupation, importation, use and similar taxes. All taxes, fees, duties, and charges are for the account of the Buyer (even if originally assessed to the Seller), who is solely responsible for the payment of all those amounts.

3. Transfer of risks

Unless otherwise specified, all sales are made Ex Works Seller's specified location and will be handed over on "as-is" conditions.

4. Transfer of ownership

Ownership to the Equipment shall pass to Buyer only after Buyer's full payment of the amount stated on the Invoice (the "Purchase Price") to Seller per the Purchase Contract to be entered. The Purchase Price shall be paid without any set off, counter claim, deduction or stay of execution.

5. Not Applicable.

6. Storage and handling

Buyer shall pick-up all Equipment within seven days of full payments or any other period agreed by the Seller. After the seventh day from placement of order, Buyer is responsible for all storage and handling fees on the Equipment. Buyer is required to call the Seller at least twenty four hours prior to pick-up to verify accessibility of the Equipment. Failure to contact the Seller at least twenty four hours prior to pick-up shall result in a waiver of claims for damages against Seller or its affiliates or agents relating to unavailability of the Equipment. Seller will also not be liable for extra charges related to wait-time, failed pickup, etc.

7. Neutralization

Unless otherwise specifically agreed with Seller, Buyer is responsible for and commits to carry out all remaining "Neutralization" (i.e. removal of all prefixes, identification system check digits, names and addresses, logos, decals, markings, designs, symbols or like items, as well as ACEP markings as appropriate) of the Equipment immediately after transfer of title pursuant to Clause 4.

Buyer is aware that Neutralization is of significant importance to Seller and a condition precedent for the sale.

Buyer is aware and accepts that Equipment is not subject to any 'fit-for-purpose' warranty claim even if the Equipment has a CSC plate pursuant to Clause 9.

If requested by Seller, Buyer shall contract with an APM Terminals entity or another 3rd party provider advised by Seller to perform the neutralization at the standard rate quoted by any such entity.

Buyer must, upon request from Seller, provide proof of "Neutralization" as a minimum by way of photo copy of the outside of the Equipment.

If proof of "Neutralization" is not provided to Seller within, Seller reserves the right to invoice Buyer 250 USD recovery charge, with payment due within 30 days of receipt to Maersk's Payment Address.

Furthermore, Seller reserves the right to repossess the Equipment in case it is not neutralized and in breach of this Clause 7 without any compensation payable to Buyer.

8. Customs clearance

Unless otherwise specifically agreed with Seller, Buyer is aware that, at the time of transfer of ownership the Equipment has not been brought into free circulation. In order to bring the Equipment into free circulation it is the Buyer's responsibility to arrange for all necessary customs clearance of the used Equipment and account for import duties & VAT. Buyer must upon request from Seller provide proof of "Customs Clearance". Seller reserves the right to repossess the Equipment in case it is not customs cleared in breach of this clause 8, without any compensation to Buyer.

9. Disclaimer of warranties

All sales are made "as is, where is". Seller hereby disclaim all warranties, express, implied, or statutory, including without limitations and condition or warranty of satisfactory quality, merchantability or fitness for a particular purpose or any warranty otherwise provided by statute.

10. Liability

Seller shall under no circumstances be liable pursuant to these Terms for any loss of profits or consequential, special, incidental, indirect or punitive damages, whether based upon breach, negligence, strict liability, tort, breach of contract or any other theory, or for failure to perform their obligations under these Terms. Seller's sole liability hereunder for any and all loss or damage to Buyer based upon breach of contract or tort shall be limited to and shall in no event in the aggregate exceed Buyer's purchase price of the particular Equipment with respect to which losses, damages, expenses or costs are claimed. Seller shall not, under any circumstances, be liable for any damages, costs or expenses paid or incurred by Buyer on account of any imperfections, deviation from specifications or other defects impairing the quality, value or suitability for any purpose of

any Equipment sold hereunder, whether caused by Seller's negligence, strict liability acts or omissions, or otherwise. No statement or recommendation made or assistance given by Seller or their representatives, either orally or written, to Buyer, its customers or agent or other person in connection with the purchase by Buyer, shall constitute a waiver by Seller of any provisions hereof or affect Seller's liability as herein defined; and no such statement, recommendation or assistance that is not expressly required by the provisions of these Terms shall subject Seller to any liability of any nature whatsoever.

11. Indemnity

Buyer and/or its assignees or successors will indemnify, defend and hold harmless Seller and its affiliates (including directors, officers, employees and agents thereof) for any damages or liabilities whatsoever incurred in relation to the Equipment subsequent to the time of delivery, including but not limited to in relation to lack of or incorrect customs clearance of the Equipment pursuant to clause 8.

12. Set off

Seller may set off from any amount otherwise due to Buyer any amount owed or due by Buyer to Seller including but not limited to any unpaid part of the Purchase Price, storage and handling charges and administrative fees.

13. Amendments

No variation or amendment of these Terms shall be valid unless committed to in writing.

14. Law and jurisdiction

These Terms shall be governed by and construed in accordance with English law and all disputes arising hereunder shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the courts of another country. Alternatively and at the Seller's sole option, the Seller may commence proceedings against the Buyer at a competent court of a place of business of the Buyer.