



Longhorn Intermodal Supply Company  
3 Spotted Lily Way  
The Woodlands, TX 77354  
[www.longhornintermodal.com](http://www.longhornintermodal.com)

#### Sales Terms and Conditions

- 1) **DISCLAIMER OF WARRANTIES/CONSEQUENTIAL DAMAGES; NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE IS MADE OR IMPLIED WITH RESPECT TO THE EQUIPMENT SOLD. ALL EQUIPMENT IS SOLD "AS IS/WHERE IS". LONGHORN INTERMODAL SUPPLY COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES THAT MAY BE INCURRED BY PURCHASER.**
- 2) Purchaser is responsible for all duties, levies, taxes and domestication costs unless otherwise specified on the equipment invoice.
- 3) For offshore units Longhorn Intermodal Supply Company will provide Purchaser with the documentation it receives from the factory and is not responsible for any documentation not included in the purchase package. Longhorn Intermodal Supply Company is not responsible for the suitability of the equipment sold for a particular location.
- 4) Purchaser will defend at its own expense and indemnify and hold harmless Longhorn Intermodal Supply Company, its agents and employees and indemnifies from and against any and all claims, losses, damages, liabilities, demands, action, costs, expenses and fees (including legal fees) arising out of, or in connection with the sale of the Equipment to Purchaser or any subsequent use, operation or disposition of the equipment.
- 5) Purchaser will have 5 business days from date of purchase to pick up the units after which Longhorn Intermodal Supply Company will invoice them a storage fee of \$1.00 per TEU per day and/or the facility fee, whichever is higher.
- 6) Unless otherwise noted, this document contains the entire agreement of the parties. This agreement will be governed by the laws in the state of Texas, USA. The parties agree to mediate any dispute prior to any lawsuit being filed. Venue and jurisdiction for any lawsuit concerning any dispute shall be in Montgomery County, Texas.
- 7) Unless otherwise stated on the sales invoice, payment must be received in full by Longhorn Intermodal Supply Company in guaranteed funds prior to the release of the equipment to the Purchaser. If payment is not made when due per the invoice, all past due amounts will accrue interest at 12% per year from the date of invoice and payment is made.
- 8) The type of equipment and accessories included in this sale will be as noted on the sales invoice; nothing else will be included in this sale.
- 9) The purchase of the equipment is final and without recourse.
- 10) Purchaser becomes bound by these terms and conditions upon the earlier of (a) making any payment to Longhorn Intermodal Supply Company or (b) acceptance of the unit (s) or equipment purchased from Longhorn Intermodal Supply Company.
- 11) Full terms of the sale, unless otherwise noted, are as listed in these terms and conditions. Any modifications to these terms and conditions must be in writing and signed by all parties otherwise they are not binding on any party.