

DENCO CONTAINER LLC
TERMS AND CONDITIONS OF SALE OF USED EQUIPMENT

Invoice/Order # _____

Customer Name/# _____

1. **DELIVERY.** Unless otherwise indicated on the invoice, all equipment is sold "AS IS" "WHERE IS" and Purchaser accepts the current quality and condition of the equipment. Denco Container shall have no liability whatsoever for loss or damage resulting from late delivery or non-delivery of the equipment subject to this invoice, or for any loss or damage to the equipment once it is in the possession of Purchaser, or the carrier who is to transport it to Purchaser's destination, whichever occurs first. Furthermore, if Denco Container's performance of this sale is, in whole or in part, is prevented or hindered by any cause whatsoever, Denco Container shall have the right to cancel, without liability on its part, the entire or any portion or portions of this order so affected.
2. **DISCLAIMER OR WARRANTIES.** UNLESS OTHERWISE STATED IN WRITING, THE FOLLOWING CONSTITUTES THE STANDARD POLICY FOR DENCO CONTAINER LLC. THE PURCHASER IS AWARE THAT ALL EQUIPMENT IS USED EQUIPMENT AND IS SOLD "AS IS" DENCO CONTAINER DISCLAIMS AND PURCHASER WAIVES AND RELEASES DENCO CONTAINER FROM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION. (A) THE DESIGN, CONDITION, AVAILABILITY, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE EQUIPMENT: (B) THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE OF PURCHASER: AND (C) THE CONFORMITY OF THE EQUIPMENT TO THE SPECIFICATIONS REQUIRED BY ANY COUNTRY OR POLITICAL SUBDIVISION WITHIN WHICH THE EQUIPMENT MAY BE USED. PURCHASER ACKNOWLEDGES AND AGREES THAT DENCO CONTAINER SHALL HAVE NO LIABILITY TO PURCHASER FOR ANY CLAIM, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, OR BY ANY INADEQUACY THEROF OR DEFICIENCY OR DEFECT THERIN, THEREWITH WEATHER ARISING IN STRICT LIABILITY OR OTHERWISE. "PURCHASER ALSO AGREES TO WAIVE ANY CLAIM FOR LOSS OR DAMAGE TO PROPERTY STORED IN THE CONTAINER, WEATHER BY WIND, WATER OR OTHER CAUSE."
3. **TAXES.** Unless paid to Denco Container at the time of making payment for the transaction, Purchaser agrees to assume exclusive liability for and to pay, indemnify and hold Denco Container harmless from all sales or use taxes, transfer, title and registration fees, VAT, domestication, personal property taxes or other taxes, tolls, levies, imposts, duties, or governmental charges imposed in connection with the sale of equipment covered in this invoice, or any services rendered by Denco Container in connection with this invoice, including any penalties, fines or interest thereon.
4. **CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCES SHALL DENCO CONTAINER BE LIABLE HEREUNDER FOR ANY LOST PROFITS FOR SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF DENCO CONTAINER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **REMEDIES.** The remedies reserved to Denco Container herein shall be cumulative and in addition to any other or further remedies provided by law.
6. **WAIVER.** Denco Container's failure to insist on performance of any of the terms and conditions of this invoice, or Denco Container's waiver of any breach, shall not as act as a waiver of any other term or condition or any subsequent breach.
7. **ASSIGNMENT.** Purchaser may not assign this agreement nor any of its rights or obligations herein without Denco Container's prior written consent, which consent may be withheld for any reason.
8. **JURISDICTION AND LAW.** Denco Container and Purchaser agree that any claim or controversy directly or indirectly arising out of or relating to this sale shall be litigated in the state courts located in the County of Adams, state of Colorado, and Denco Container and Purchaser hereby consent to be subject to the jurisdiction of such courts. This agreement shall be construed and interpreted according to the laws of the State of Colorado."
9. **ENTIRE AGREEMENT.** It is understood and agreed that this invoice embodies the complete understanding of purchaser and Denco Container relative to this sale and that the terms and conditions of this invoice may not be revised or modified in any way except by a written instrument specifically purporting to do so signed by purchaser and an officer of Denco Container LLC.
10. **MARKINGS AND ID PLATES.** Purchaser will promptly remove all ownership markings and identification plates. Purchaser will, defend at it's own expense and indemnify and hold harmless Denco Container, its agents, employees and indemnities from and against any and all claims, losses, damages, fees (including attorney's fees) arising out of, or in connection with the state of the equipment to buyer or any subsequent use, operation or disposition of the equipment.
11. **PAYMENT.** Title to equipment will be transferred to purchaser upon the later of payment in full, or delivery by a carrier, but this provision does not alter the risk of loss stated in paragraph 1. If a transaction involves the extension of credit to purchaser. Payment will be due 10 days from date of invoice. Overdue payments will be subject to a service charge equal to the lesser of 2% per month or the highest legal rate. In the event that payment is not received in full as stated in the terms of this agreement and/or payment made by personal/business check or credit card defaults, buyer/purchaser authorizes Denco Container to access the property where the equipment is located and gives Denco Container the right to retrieve/repossess the equipment. Upon default in payment by Purchaser, or legal action related to this Agreement, whether or not a lawsuit is filed, Denco Container may recover from Purchaser all of its costs of collection or other legal charges, including expenses for court fees, attorney fees and related costs and charges."

Signature: _____

Date: _____/_____/_____