



Master Container Sales Terms & Conditions — Inman Maritime Corporation
Inman Maritime Corporation 22 E 5th Ave #400 Vancouver, BC V5T 1G8 Canada

1. Scope, Nature, and Incorporation of These Terms

These Master Container Sales Terms & Conditions (the "**Terms**") are issued by **Inman Maritime Corporation** (the "**Seller**") as a standing and continuing statement of the terms governing the sale of intermodal shipping containers and related goods by Seller to any purchaser, buyer, consignee, broker, intermediary, or other customer (collectively, the "**Customer**"). These Terms are intended to function as Seller's standard published commercial sales terms and shall apply to, be incorporated by reference into, and govern all quotations, proposals, invoices, order acknowledgements, order confirmations, receipts, payment requests, sales agreements, pickup releases, depot release instructions, and other documents or communications issued by or on behalf of Seller in connection with any sale of containers or related goods, whether such transaction is arranged directly or indirectly.

These Terms are not a one-time agreement and are intended to apply automatically to all present and future sales transactions by Seller unless Seller expressly agrees otherwise in a writing signed by an authorized officer of Seller that specifically references and modifies these Terms. No course of dealing, course of performance, usage of trade, prior practice, oral statement, email, message, or customer purchase order shall amend, waive, supersede, or supplement these Terms unless expressly agreed by Seller in such signed writing.

Customer shall be deemed to have accepted these Terms, and these Terms shall become binding without further act, signature, or formality, upon the earliest to occur of the following: (a) Customer's payment in whole or in part for any container or related charge; (b) Customer's issuance of a purchase order or order confirmation, or Customer's acceptance of any quotation, invoice, or availability notice; (c) Customer's request for pickup, delivery, release, transfer, hold, storage, inspection, or other performance relating to a container; (d) Customer's pickup of any container from any depot, yard, terminal, storage location, or other facility; (e) Seller's tender of the container for delivery to Customer or to any carrier, hauler, drayman, freight forwarder, or other third party designated by Customer; or (f) Customer's retention of the benefit of any transaction after receiving notice of these Terms.

These Terms expressly supersede and reject any inconsistent, additional, or different terms proposed by Customer, including terms contained in any purchase order, vendor form, portal, procurement platform, shipping instruction, receipt, confirmation, or other customer-generated document, whether issued before or after Seller's documents. Any acceptance by Seller of any purchase order or payment from Customer is expressly conditioned on Customer's assent to these Terms only, and Seller objects to all conflicting or additional terms. Any reference to a Customer purchase order or similar document is solely for convenience in identifying the transaction and shall not constitute acceptance of any term contained therein.

2. Description of Goods and Condition Classifications

Seller sells used, refurbished, repaired, surplus, and, where available, newer intermodal freight containers and related equipment, including without limitation dry freight containers, refrigerated containers if offered, storage containers, and other marine and overland cargo containers in sizes

generally ranging from **20-foot through 53-foot**, together with any appurtenances, fixtures, doors, flooring, hardware, and components present at the time of sale. Seller may, in its discretion, describe containers by size, type, approximate age, grade, prior use, serial number, depot location, and condition category; however, all such descriptions are for identification and general commercial reference only and do not create any representation, warranty, or guarantee of exact conformity.

Unless otherwise expressly stated by Seller in writing, containers may bear prior ownership markings, line markings, shipping labels, decals, patches, dents, welded repairs, surface corrosion, prior structural work, floor wear, odors, residue, color variation, replacement parts, and other cosmetic or non-cosmetic variations consistent with age, use, repair history, storage conditions, transport history, or depot handling. Container age, manufacturer, CSC plate status, repair history, paint condition, floor species, and prior cargo history may vary and are not guaranteed.

For commercial reference purposes only, Seller may classify container condition using categories including **IICL**, **Cargo Worthy (CW)**, **Wind & Water Tight (WWT)**, and **As-Is**. An **IICL** designation, if used, refers generally to a higher used-container standard commonly associated with stricter repair tolerances and improved overall appearance, but does not mean like-new condition, defect-free condition, or compliance with any particular future use. A **Cargo Worthy (CW)** designation, if used, refers generally to a container considered suitable for ordinary cargo transport at the time of inspection or release, subject to ordinary wear, repairs, and variance, but does not guarantee ongoing cargo suitability, certification status, or fitness for any specific purpose. A **Wind & Water Tight (WWT)** designation, if used, refers generally to a container that, in Seller's or the depot's judgment, is structurally serviceable for storage use and resistant to ordinary wind and water intrusion at the time of release, but it may still have visible wear, repairs, patches, dents, floor wear, corrosion, or other conditions. An **As-Is** designation means the container is sold in its existing condition with whatever defects, patent or latent, may exist.

All condition categories are descriptive approximations only. They are not guarantees, warranties, or promises of precise quality, appearance, service life, certification, or legal compliance. Even containers designated as **IICL** or **CW** remain subject in all respects to the disclaimers, exclusions, allocation of risk, and "AS IS, WHERE IS, WITH ALL FAULTS" provisions set forth in these Terms.

3. Pricing, Quotes, Taxes, and Payment Terms

All quoted prices are subject to prior sale, inventory availability, depot availability, transport constraints, market fluctuation, and change without notice until Seller has received full cleared payment and has issued a written release or written order confirmation expressly accepting the transaction. Any quotation issued by Seller is informational only, is non-binding unless expressly stated otherwise in writing, and may be withdrawn, modified, or corrected by Seller at any time before full payment is received.

Unless Seller expressly agrees otherwise in writing, full payment of the purchase price, together with all applicable taxes, fees, storage, handling, release charges, rehandling charges, depot charges, transport-related amounts, and any other sums due in connection with the transaction, shall be due and payable in immediately available funds prior to release, pickup, transfer, dispatch, or delivery of any container. Seller may refuse to release any container, issue any depot release, or perform any further obligation unless and until all amounts due have been paid in full and cleared.

Customer shall be responsible for all federal, provincial, state, local, sales, use, excise, value-added, goods and services, harmonized sales, customs, import, environmental, and other taxes, duties, levies, and governmental charges arising from or relating to the sale, transfer, delivery, ownership, registration, possession, use, storage, transportation, or export of the container, excluding only taxes

imposed on Seller's net income. If Seller is required to collect or remit any such amount, Customer shall pay it upon demand.

If Seller agrees to extend credit or defer payment in writing, such extension shall be revocable at Seller's discretion and shall not modify any other right or remedy of Seller. Any amount not paid when due shall accrue interest from the due date until paid at the lesser of **eighteen percent (18%) per annum**, calculated monthly, or the maximum lawful rate permitted under applicable law. Seller may also impose reasonable late-payment administration fees. Customer shall reimburse Seller for all costs of collection, enforcement, and recovery, including legal fees, court costs, agency fees, tracing fees, and any internal or third-party administrative costs incurred by Seller.

Seller may cancel or suspend any order, release, or future performance immediately upon Customer's non-payment, insolvency, credit deterioration, or failure to comply with these Terms, without liability to Customer and without prejudice to any other right or remedy of Seller.

4. Title and Risk of Loss

Legal and beneficial title to each container shall remain vested in Seller until Seller has received full payment in cleared funds of all sums owing to Seller in connection with the applicable transaction and any other indebtedness of Customer to Seller, whether direct or indirect, matured or unmatured. Until title passes, Customer shall have no ownership interest in the container except such revocable possessory rights as Seller may expressly permit.

Risk of loss, theft, damage, destruction, deterioration, misdelivery, delay, governmental seizure, or other casualty with respect to the container shall pass from Seller to Customer upon the earlier of: (a) Customer's pickup of the container from the depot, yard, terminal, storage location, or other release point; or (b) Seller's delivery or tender of the container to any carrier, drayman, hauler, trucking company, freight forwarder, rigging company, depot operator, intermediary, or other person engaged by, designated by, or acting for Customer, regardless of whether Seller arranges transportation as an accommodation. From and after the transfer of risk, Customer shall bear all responsibility for the container and all related costs, claims, and liabilities.

Any delay in passing title shall not delay the transfer of risk of loss. Customer's obligation to pay shall not be affected by loss of or damage to the container after risk of loss has transferred.

5. Sale on an "AS IS, WHERE IS, WITH ALL FAULTS" Basis; Disclaimer of Warranties

ALL CONTAINERS AND RELATED GOODS SOLD BY SELLER ARE SOLD STRICTLY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITH ALL DEFECTS, WHETHER KNOWN OR UNKNOWN, PATENT OR LATENT, AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXCEPT ONLY TO THE EXTENT A NON-WAIVABLE WARRANTY IS EXPRESSLY REQUIRED BY APPLICABLE LAW.

To the maximum extent permitted by applicable law, Seller disclaims and excludes all warranties, representations, conditions, guarantees, undertakings, collateral agreements, and obligations of any kind, express, implied, statutory, customary, or otherwise, including without limitation any implied warranty or condition of **merchantability, fitness for a particular purpose, durability, quality, title, quiet possession, quiet enjoyment, non-infringement, description, compliance with sample, cargo-worthiness, seaworthiness, roadworthiness, structural integrity, water tightness, wind tightness, CSC compliance, regulatory compliance**, or suitability for storage, habitation, conversion, export, transport, refrigeration, hazardous use, or any other intended or actual use.

Without limiting the foregoing, any reference by Seller to a container being **IICL, Cargo Worthy, CW, Wind & Water Tight, WWT, one-trip, refurbished, repaired, inspected**, or similar terminology is solely a commercial shorthand description and shall not create any warranty, promise, or guarantee. Containers identified as **IICL** or **CW** remain sold **AS IS, WHERE IS, WITH ALL FAULTS**, and Customer acknowledges that such containers may still contain dents, repairs, corrosion, patches, floor wear, age-related deterioration, prior modifications, missing or substituted parts, or other defects or non-conformities.

Customer acknowledges that Seller is not the manufacturer of most containers sold, that Seller may have limited or no knowledge of prior cargoes, prior repairs, hidden defects, contamination, or complete service history, and that Customer has not relied, and is not relying, on any statement, image, sample, estimate, depiction, inspection note, or other communication by Seller except as expressly set out in a writing signed by an authorized officer of Seller. Customer assumes all risks associated with selection, purchase, transport, loading, unloading, storage, possession, ownership, resale, modification, permitting, and use of the container.

6. Inspection, Pickup, and Acceptance of Goods

Customer is solely responsible, at Customer's cost and risk, for inspecting the container and confirming that the container is satisfactory for Customer's intended use before pickup, release, removal, loading, dispatch, transport, or alteration. Seller may, but is not obligated to, permit pre-pickup inspection subject to depot access rules, safety requirements, appointment availability, and payment of any applicable depot or handling charges. Seller does not guarantee access for inspection and shall have no liability if inspection cannot be arranged.

Removal of the container from the depot, yard, terminal, or other release location by Customer or Customer's carrier, agent, contractor, or representative shall constitute irrevocable inspection, acceptance, and acknowledgment that the container conforms to the transaction as sold, subject only to any non-waivable rights mandated by applicable law. Delivery to Customer's carrier or other designated third party shall have the same effect as delivery to Customer.

After pickup, release, or delivery to Customer's carrier, **no rejection, revocation, return, refund, adjustment, offset, or claim for shortage, damage, condition, appearance, grade, repair status, suitability, or non-conformity shall be permitted**, except to the extent prohibited by non-waivable law. Customer expressly waives any claim not made, if legally permitted at all, before pickup and before the container leaves the release location. Seller shall have no obligation to accept returns of any container.

7. Storage, Depot, and Third-Party Facility Terms

Where a container is stored at or released from a depot, terminal, yard, or other third-party facility, Customer acknowledges that such facility is operated by an independent third party and not by Seller unless Seller expressly states otherwise in writing. Customer's access to, and dealings with, any such facility are subject to the facility's rules, hours, appointment procedures, safety requirements, equipment requirements, release procedures, storage tariffs, and other operational constraints.

In addition to these Terms, all transactions involving depot storage, handling, release, or pickup are subject to Seller's **Container Storage & Depot Disclaimer Agreement**, as amended from time to time, to the extent applicable. In the event of any overlap, these Terms and the Container Storage & Depot Disclaimer Agreement shall be read cumulatively so as to afford maximum protection to Seller, and Seller may enforce either or both.

Customer shall be solely responsible for all storage charges, demurrage-like charges, per diem, lift fees, gate fees, chassis-related charges if applicable, documentation fees, release fees, rehandling fees, positioning fees, yard fees, and any other charge imposed by the depot, terminal, or other facility, whether billed directly to Customer or charged to Seller as a result of Customer's acts, omissions, delay, or instructions. Storage rates and other depot charges are determined by the applicable third-party facility and are not controlled, fixed, or guaranteed by Seller. Unless otherwise stated by Seller in writing, any free storage period, if granted at all, is strictly limited, and daily storage shall accrue thereafter on a **per-TEU** or other facility-designated basis until the container is physically removed from the facility and all accrued charges are paid in full.

Seller may, but is not obligated to, advance storage or depot charges on Customer's behalf. Any amount so advanced shall be immediately due and payable by Customer upon demand and may be treated as part of the secured obligations owing to Seller.

8. Pickup, Release, and Logistics Requirements

Customer shall provide at least **twenty-four (24) hours' prior notice** for pickup unless Seller or the applicable depot requires a longer notice period. Seller may require proof of payment, government identification, booking references, pickup numbers, trucking details, insurance information, appointment confirmation, and any other information Seller or the depot deems necessary before releasing a container.

Customer is solely responsible for arranging and paying for all haulage, drayage, trucking, lifting, loading, permits, escorts, route surveys, escort vehicles, customs formalities, export compliance, and other logistics necessary to collect, transport, and use the container. Seller may provide referrals or coordinate logistics as a courtesy only, and any such action shall not make Seller a carrier, freight forwarder, bailee, warehouseman, or logistics provider, nor create any additional duty or liability.

If a pickup attempt fails for any reason not caused solely by Seller's gross negligence, including without limitation Customer's failure to provide a compliant truck, chassis, driver, appointment, release documentation, payment, or timely attendance, Customer shall be responsible for all resulting costs, including failed haulage charges, redelivery charges, waiting time, dry-run charges, rehandling charges, storage, appointment rescheduling costs, and any third-party claims or fees. Seller shall not be liable for depot congestion, terminal refusal, restricted hours, weather delays, labor shortages, equipment unavailability, queue times, customs holds, safety shutdowns, or other circumstances affecting pickup timing.

9. Rehandling, Missed Appointments, and Additional Charges

Customer shall be liable for any and all additional charges arising from or related to Customer's requested timing, conduct, delay, carrier performance, or failure to complete pickup or delivery as scheduled. Such charges include, without limitation, **rehandling charges, missed appointment charges, special handling charges, yard transfer charges, restacking charges, crane or lift charges, after-hours charges, driver wait-time charges, split move charges**, and any surcharge imposed by a depot, terminal, carrier, subcontractor, or public authority.

If Seller incurs or becomes liable for any such amount, Customer shall reimburse Seller immediately upon demand, and Seller may withhold release of any container or apply any payment received by Seller to such charges in Seller's sole discretion.

10. Customer Default and Seller's Remedies

Each of the following shall constitute an event of default by Customer: failure to pay any amount when due; failure to pick up a container within the applicable pickup period; provision of inaccurate or misleading information; repudiation of the transaction; insolvency, bankruptcy, receivership, liquidation, dissolution, or analogous proceeding involving Customer; seizure or threatened seizure of the container; breach of these Terms or any other agreement with Seller; or any circumstance causing Seller, in good faith, to deem itself insecure with respect to payment or performance.

Upon any default, and in addition to all rights available at law, in equity, or under any applicable statute, Seller may without prior notice except to the extent required by law: cancel the order or any remaining obligations; suspend performance; refuse pickup or release; retain all payments made as a credit against damages, storage, and other amounts owing; declare all obligations immediately due and payable; repossess the container if permitted by law; enter any premises where the container may be located, without liability for trespass to the extent permitted by law; resell the container publicly or privately on such terms as Seller deems appropriate; and recover from Customer all losses, deficiencies, incidental damages, legal costs, storage, transport costs, handling, resale expenses, and any other amounts resulting from Customer's default.

No remedy of Seller shall be exclusive. Seller may exercise remedies cumulatively and in any order. Seller's resale price on disposition of a container shall be presumed commercially reasonable if the sale is conducted in good faith through ordinary trade channels, dealer sale, brokered sale, auction, or negotiated private transaction.

11. Security Interest, PPSA, UCC, and Lien Rights

As continuing security for the prompt payment and performance of all present and future obligations of Customer to Seller of every kind and description, whether absolute or contingent, matured or unmatured, direct or indirect, Customer hereby grants to Seller a **security interest** in and to all containers sold or agreed to be sold by Seller to Customer, together with all proceeds, insurance proceeds, accounts, accessions, replacements, substitutions, additions, attachments, and identifiable proceeds thereof. This security interest is granted to the maximum extent permitted under the **Personal Property Security Act (British Columbia)** and any successor legislation, and, where applicable by reason of location, collateral, or enforcement, under the **Uniform Commercial Code** or other comparable secured-transactions law.

Customer acknowledges that Seller may register financing statements or analogous notices, amendments, renewals, and continuations in any jurisdiction that Seller deems appropriate in order to evidence or perfect its security interest, and Customer irrevocably authorizes Seller to do so without further notice or signature to the extent permitted by law. Customer shall execute and deliver any financing statements, verifications, acknowledgments, notices, waivers, or other documents reasonably requested by Seller to evidence, perfect, preserve, or enforce Seller's security interest and rights.

Until all obligations to Seller have been indefeasibly paid in full, Customer shall keep the container free of all liens, claims, security interests, and encumbrances arising by, through, or against Customer, shall not sell, lease, transfer, pledge, or otherwise dispose of the container except with Seller's prior written consent, and shall promptly notify Seller of any seizure, levy, attachment, claim, damage, or threatened adverse interest. Customer also grants Seller, to the fullest extent permitted by law, a contractual lien over any container, related property, documents, or proceeds in Seller's possession or control as security for all obligations due to Seller.

12. Limitation of Liability

To the maximum extent permitted by applicable law, Seller shall not be liable to Customer or any third party for any **indirect, incidental, special, exemplary, punitive, or consequential damages**, or for any loss of revenue, profit, use, business, contract, goodwill, opportunity, anticipated savings, cargo, reputation, or financing, or for any business interruption, delay, downtime, replacement cost, or increased operating expense, arising out of or relating to any quotation, sale, non-sale, delay, release, pickup, delivery, condition of container, nonconformity, defect, repair, failure, storage, transport, enforcement action, or breach of these Terms, whether based in contract, tort, negligence, strict liability, statute, equity, or otherwise, even if Seller has been advised of the possibility of such damages.

Without limiting the foregoing, Seller's total cumulative liability arising out of or relating to any transaction shall in no event exceed the **purchase price actually paid to Seller for the specific container giving rise to the claim**. This limitation is cumulative and not per theory of liability. Customer acknowledges that the price charged by Seller reflects the allocation of risk set forth in these Terms and that Seller would not enter into the transaction on the same economic basis without these limitations.

13. Indemnification by Customer

Customer shall defend, indemnify, and hold harmless Seller and its parent, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, contractors, insurers, successors, and assigns from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, penalties, fines, judgments, costs, and expenses, including legal fees and disbursements on a full indemnity basis, arising out of or relating to: (a) Customer's purchase, possession, loading, unloading, transport, storage, modification, relocation, export, resale, lease, disposal, or use of any container; (b) any injury to or death of any person, or damage to or loss of any property, caused by or involving the container after risk of loss has transferred; (c) Customer's breach of these Terms; (d) Customer's negligence, willful misconduct, or violation of law; (e) any contamination, hazardous material issue, cargo residue, environmental claim, permitting issue, zoning issue, occupancy issue, or code-compliance issue involving the container; or (f) any claim by Customer's carrier, contractor, employee, invitee, customer, lender, or transferee.

Customer's indemnity obligations shall apply regardless of the theory of liability and regardless of whether any claim is asserted directly or indirectly, except to the extent finally determined by a court of competent jurisdiction to have been caused solely by Seller's gross negligence or willful misconduct.

14. Chargebacks, Payment Reversals, and Billing Disputes

Customer shall not initiate, encourage, support, or permit any unjustified credit-card chargeback, ACH reversal, wire recall, payment reversal, setoff, deduction, withholding, or similar dispute mechanism with respect to any amount properly due to Seller. A payment dispute shall not relieve Customer of its obligation to pay undisputed amounts when due, and Customer shall continue to perform all obligations pending resolution of any good-faith dispute.

If Customer initiates or causes any improper chargeback, reversal, or payment dispute, Customer shall be liable for the disputed amount, all bank fees, processor fees, merchant fees, legal fees, administrative costs, internal investigation costs, and collection expenses incurred by Seller, together with interest at the rate set out in these Terms. Seller may suspend further performance, refuse release of any container, and treat such conduct as a default.

15. Abandonment and Failure to Pick Up

If Customer fails to pick up a container within the time stated by Seller or, if no time is stated, within **seven (7) calendar days** after Seller notifies Customer that the container is available for pickup, Seller may, without limiting any other remedy, treat the transaction as in default. If Customer fails to pick up the container within **fifteen (15) calendar days** after such notice, Seller may deem the container **abandoned** by Customer to the extent permitted by law.

Upon abandonment, Seller may cancel the transaction, retain any deposits, prepaid sums, or partial payments as a credit against damages and charges, charge ongoing storage and related costs, and resell or otherwise dispose of the container without further notice to Customer and without any obligation to refund amounts previously paid except to the extent required by non-waivable law after deduction of all amounts owing to Seller. Customer shall remain liable for any deficiency and for all charges and losses incurred by Seller in connection with the abandonment, storage, remarketing, and resale of the container.

16. Force Majeure

Seller shall not be liable for any failure, delay, reduction, interruption, or inability to perform resulting in whole or in part from any cause beyond Seller's reasonable control, whether foreseeable or unforeseeable, including without limitation **port congestion**, terminal congestion, depot congestion, vessel delay, rail delay, truck shortage, labor dispute, strike, lockout, slowdown, civil unrest, riot, war, terrorism, embargo, sanctions, epidemic, pandemic, public health event, weather event, flood, fire, earthquake, storm, governmental action, customs hold, inspection, quarantine, change in law, shortage of equipment, shortage of inventory, power outage, cyber incident, communication failure, or failure of any supplier, depot, terminal, carrier, subcontractor, or utility.

In any such event, Seller may extend the time for performance, allocate inventory among customers in its discretion, suspend performance, change the point or timing of release, or cancel the affected transaction without liability. Customer shall remain responsible for all amounts accrued before cancellation and for any third-party charges attributable to Customer or the condition of the transaction.

17. Electronic Communications and Electronic Acceptance

Customer agrees that Seller may provide quotes, invoices, notices, release instructions, statements, payment links, updated terms, and other communications electronically, including by email, electronic portal, website posting, text message, or other electronic means. Electronic records shall have the same force and effect as paper records.

Without limitation of the acceptance provisions set out above, Customer shall be deemed to have accepted these Terms electronically by clicking acceptance language, submitting payment through any electronic method, replying affirmatively to a quote or invoice, issuing a purchase order referencing Seller's quote or invoice, requesting release or pickup after receiving notice of these Terms, or otherwise proceeding with the transaction after these Terms are made available by hyperlink, attachment, website posting, or invoice reference.

18. Personal Guarantee Where Customer Is Not an Incorporated Entity or Where Required

If Customer is a sole proprietorship, partnership, unincorporated association, newly formed entity without established credit, or any entity for which Seller requests additional credit support, Seller may condition any quote, release, deferred payment arrangement, or sale upon receipt of a personal guarantee in form and substance satisfactory to Seller. Any person executing a credit application,

purchase order, or other document on behalf of Customer may be required, if Seller so requests, to execute a separate continuing guarantee of payment and performance.

If a personal guarantee is provided, the guarantor shall be jointly and severally liable with Customer for all obligations owing to Seller, including principal, interest, charges, legal fees, and enforcement costs. Seller's failure to require a guarantee in one instance shall not waive Seller's right to require one in any other transaction.

19. Assignment and Transfer Restrictions

Customer shall not assign, delegate, transfer, novate, pledge, or otherwise dispose of any order, contract right, claim against Seller, or interest in a container before full payment without Seller's prior written consent, which may be withheld in Seller's sole discretion. Any attempted assignment or transfer in violation of this section shall be void or, where voidness is not enforceable, shall constitute a material default.

Seller may assign these Terms and any related rights, receivables, security interests, and enforcement rights to any affiliate, financing source, purchaser of assets, or successor without Customer's consent.

20. Governing Law and Forum

These Terms and every transaction governed by them shall be governed by and construed in accordance with the laws of the **Province of British Columbia** and the federal laws of **Canada** applicable therein, without regard to any conflict-of-laws rule that would result in the application of the laws of another jurisdiction.

Customer irrevocably attorns and submits to the exclusive jurisdiction of the courts located in **Vancouver, British Columbia**, for the determination of any dispute, claim, action, or proceeding arising out of or relating to these Terms or any transaction with Seller, and Customer waives any objection based on venue, forum non conveniens, or similar doctrine. Notwithstanding the foregoing, Seller may seek injunctive relief, repossession, debt recovery, or enforcement of security rights in any court of competent jurisdiction where the container, collateral, Customer, or Customer's assets may be located.

21. Legal Costs and Attorney's Fees

If Seller enforces or defends any right arising out of or relating to these Terms or any transaction with Customer, Seller shall be entitled to recover from Customer, to the fullest extent permitted by law, all legal fees, attorney's fees, barristers' and solicitors' fees, paralegal fees, court costs, expert fees, agency fees, disbursements, and other enforcement costs incurred by Seller on a substantial indemnity or full indemnity basis, whether or not formal proceedings are commenced. In any dispute between Seller and Customer, the prevailing party shall be entitled to recover its reasonable legal costs and expenses, except to the extent otherwise required by applicable law.

22. Entire Agreement, Amendment, Severability, and No Waiver

These Terms, together with any quote, invoice, release confirmation, credit agreement, guaranty, and any expressly referenced Seller policy or disclaimer document, constitute the entire agreement between Seller and Customer with respect to the subject matter of the applicable transaction and supersede all prior or contemporaneous oral or written discussions, understandings, representations, and agreements relating to that subject matter.

Seller may amend, update, or replace these Terms from time to time by posting revised terms on its website, by attaching revised terms to quotes or invoices, or by otherwise making revised terms available to Customer. The version in effect at the time of the relevant transaction, payment, or release shall govern that transaction unless Seller expressly states otherwise.

If any provision of these Terms is determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed or limited only to the minimum extent necessary, and the remaining provisions shall continue in full force and effect. Any invalid or unenforceable provision shall be replaced, to the extent possible, by a valid and enforceable provision that most closely reflects the commercial intent of the original provision.

No failure, delay, or partial exercise by Seller of any right, remedy, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof. Any waiver by Seller must be express and in writing and shall apply only to the specific instance and purpose stated. No waiver of any default shall constitute a waiver of any prior, concurrent, or subsequent default.

23. Survival

All provisions of these Terms that by their nature should survive completion, cancellation, termination, pickup, delivery, transfer of title, or transfer of risk shall survive, including without limitation provisions regarding payment, storage charges, disclaimers of warranties, limitation of liability, indemnification, security interests, legal costs, governing law, forum, and enforcement.

24. Contact and Notice Information

Unless Seller designates another address or contact method in writing, notices to Seller relating to these Terms shall be directed to:

Inman Maritime Corporation 22 E 5th Ave #400 Vancouver, BC V5T 1G8 Canada

Seller may rely on any contact information provided by Customer in connection with a quote, invoice, order, payment, pickup request, or course of dealing. Notices by Seller may be given by email, invoice notation, website posting, courier, mail, or any commercially reasonable means and shall be effective when sent or posted.

25. Final Commercial Statement

These Terms are intended to be incorporated by reference into every sale transaction by Seller and to allocate risks expressly and comprehensively between the parties. By paying for, ordering, requesting release of, taking delivery of, arranging pickup of, or otherwise dealing with any container sold by Seller, Customer acknowledges that it has had the opportunity to review these Terms, understands them, and agrees to be bound by them in full.

End of Master Container Sales Terms & Conditions