

The Customer's attention is drawn in particular to the provisions of Condition 10

**Contract Details**

<b>Supplier's representative:</b>	Parsons Containers Ltd / Container Container  <b>Email:</b> enquiries@parsonscontainers.com  <b>Telephone:</b> 01740 629999 opt 1  <b>Postal Address:</b> The Manor House, West End Sedgefield, Stockton-On-Tees, Cleveland TS21 2BW
<b>Supplier's VAT number:</b>	746 7555 91

1. **Interpretation**

1.1. **Definitions:**

"As Is Container(s)"	are container(s) which have previously been used for the carriage of cargo, are unsuitable for shipping and may not be Weather Tight;
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
"Cargo-Worthy Container(s)"	are container(s) which have previously been used for the carriage of cargo and are subject to the warranty given in Condition 6.4;
"Conditions"	the terms and conditions set out in this document;
"Container(s)"	the container(s) to be purchased by the Customer and as more particularly described in Condition 0;
"Contract"	the contract between the Supplier and the Customer for the sale and purchase of the Container(s) in accordance with these Conditions (including the contract details as set out in Condition 0);
"Customer"	the person or firm who purchases the Container(s) from the Supplier as set out in Condition 0;
"Delivery Location"	the Delivery Location as set out in Condition 0;
"Demurrage Charge"	a charge payable by the Customer at the Demurrage Rate for failure to unload the Container(s) within the timescale set out in Condition 4.3.6;
"Demurrage Rate"	the rate levied by the haulier delivering the Container(s) to the Customer;
"Force Majeure Event"	an event or circumstance beyond a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;



- 2.5. You waive any right that You might otherwise have to rely on any term endorsed upon, delivered with or contained in any of Your documents that is inconsistent with these Conditions.
- 2.6. Any samples, drawings, descriptive matter or advertising produced by Us





- 6.11. In the case of Cargo-worthy Container(s) or Wind and Watertight Container(s), we shall not repair any corrosion or damage unless such corrosion or damage results in the Cargo-worthy Container(s) or Wind and Watertight Container(s) no longer complying with the warranty given in Condition 6.4 or Condition 6.6 as the case may be.**
- 6.12. Except as expressly provided in this Condition 6, We shall have no liability to You in respect of the Container(s)' failure to comply with the warranty set out in Conditions 6.1, 6.2, 6.4 and 6.6 (as applicable).**
- 6.13. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent**

8.3.3. includes the costs and charges of packaging, insurance and transport of the Container(s) to the Delivery Location.

**8.4. We may invoice You for the**





- 12.3.1. This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.3.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is