



**Multiboxx Limited**

Suite 16A, Southtex Building  
51 Tsun Yip St.  
Kwun Tong, Kowloon.  
Hong Kong  
Phone: (00852) 66254342

**INVOICE**

**INVOICE # MUL\_2018\_0006**

**VAT No : 161 5865 95**

**Bill To:**

Parsons Containers Ltd.  
The Manor House  
West End, Sedgfield  
Co. Durham  
UNITED KINGDOM

DATE	TERMS	DUE DATE	P.O #	CUSTOMER PO NUMBER	REMARKS
07-FEB-2018	Due on receipt of invoice	07-FEB-2018	SOF0700		

Item	Color Code	Grade	Depot	Depot City	Remarks	Qty	Price	Amount
20 DV		NEW	Eldapoint	FS	Green RAL 6007	1	6264.68	6264.68

Sub Total 6264.68

Tax Total 1252.94

**Total (AUS) 7517.62**

**Remarks:**

THANK YOU FOR YOUR BUSINESS!

Attention : Stephen Collins

Buyer is responsible for any customs duties, local taxes or any other costs relative to domestication of containers. Neutralization cost are for the buyers account and must be done by buyer. Payment prior to release.

**IMPORTANT NOTE:** PLEASE INSTRUCT YOUR BANK; THE REMITTANCE MUST EQUAL THE INVOICED AMOUNT IN AUS. THE CLIENT IS RESPONSIBLE FOR ANY WIRES FEES.

Wire Remit To: **HSBC, Causeway Bay Branch, Hong Kong.**

Account Name: **Multiboxx Ltd**

Account No: **809-274277-838**

Swift Code: **HSBC HKH HHKH**

# Terms & Conditions

## **1. Delivery:**

New 'one trip' equipment is sold to the condition of IICL, which is the internationally recognised standard. Containers may have normal wear and tear related to the one time use by the steamship company. BUYER is responsible for all trucking charges and delivery related issues in relation to pick up of the units from the depot. BUYER accepts the units in the condition that it leaves the depot and is advised to check the condition of containers prior to transportation.

All used equipment is sold "AS IS". SELLER shall have no liability whatsoever for loss or damage due to late delivery or non-delivery of the Equipment once it leaves the sellers depot. Furthermore, if SELLER's performance of this sale is, in whole or in part, prevented or hindered by any cause whatsoever, SELLER shall have the right to cancel, without liability on its part, the entire or any portion or portions of this order so effected.

Equipment must be picked up by the BUYER within 7 days of the date of the Release confirmation, otherwise SELLER may cancel the invoice or charge BUYER storage.

## **2. Payment:**

Payment must be settled as per the terms agreed from the date of invoice. If Buyer fails to make any payment when due, SELLER reserves the right to cancel the invoice overdue for 7 days without Prior notice.

This invoice is an offer until paid. No unit is owned by anyone other than Multiboxx Ltd until paid in full, regardless of who has possession of the unit(s). Any unit that is in BUYERS possession that is not paid for shall be returned immediately upon the request of Multiboxx Ltd.

Overdue payments will be subject to a service charge equal to the lessor of 2% per month or the highest legal rate.

## **3. Disclaimer of Warranties:**

BUYER is aware that 'New one trip' units are sold as one time used by the steam ship company and may have normal wear and tear related to use by the steamship carrier. Customer acknowledges that this benefits the BUYER as units are delivered by ship, truck, rail or other means without having to charge the buyer for the costs of empty shipping those units. All used containers subject to this invoice are sold "AS IS, WHERE IS", for use in international trade.

Seller Disclaims, and Buyer waives and releases seller from, and all representations and warranties, either expressed or implied, as to any matter whatsoever, including without limitation: (A) The Design condition, Availability, Operation, Merchantability of the Containers or fitness of the containers for any use or Purpose of Buyer or any other use or purpose; and (B) The conformity of the Containers to the Specifications required by any Country or Subdivision within which the Containers may be used. Buyer acknowledges and agrees that seller shall have no Liability to Buyer for any Claim, Loss or Damage Caused or Alleged to have been caused Directly, Indirectly, Incidentally or Consequentially by the containers, or by any inadequacy thereof or Deficiency or defect therein, or by any incident whatsoever in connection therewith whether arising in strict Liability or otherwise.

## **4. Taxes/Domestication:**

Multiboxx Containers are instruments of international traffic and are sold under temporary import.

BUYER agrees to assume exclusive liability for and to pay, indemnify and hold SELLER harmless from all sales or use taxes, transfer, title and registration fees, Value-added Taxes (VAT), Goods and Services Tax (GST), domestication, personal property taxes or other taxes, tolls, levies, imposts, duties or governmental charges imposed in connection with the sale, delivery, import and/or domestication of the Containers, or any services rendered by SELLER in connection with this invoice, including any penalties, fines or interest thereon (collectively, "Taxes").

If BUYER chooses to import Containers to convert them to domestic use, BUYER shall do so entirely at BUYER'S cost and by declaration to the appropriate customs and/or tax authorities.

## **5. Consequential Damages:**

Under no Circumstances shall SELLER be Liable hereunder for any lost Profits or for special consequential or Exemplary Damages, even if seller has been advised of the possibility of such Damages.

## **6. Remedies:**

The remedies reserved to SELLER herein shall be cumulative and in addition to any other or further remedies provided by law.

## **7. Waiver:**

SELLER's failure to insist on performance of any of the terms of this invoice, or SELLER's waiver of any breach, shall not act as a waiver of any other term or condition or any subsequent breach.

## **8. Assignment:**

BUYER may not assign this contract or any of its rights or obligations herein without SELLER's prior written consent, which consent may be withheld for any reason.

## **9. Governing Law/Jurisdiction:**

This sale and the terms thereof shall be governed by and construed in accordance with the laws of Hong Kong SAR.

SELLER and BUYER each hereby agree that (i) any claim or controversy, directly or indirectly arising out of or relating to this sale, may be litigated in the courts of Hong Kong Law (ii) consent to be subject to the jurisdiction of such courts.

## **10. Entire Agreement:**

It is understood that this invoice embodies the complete understanding of BUYER and SELLER 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 instruction specifically purporting to do so, signed by BUYER and SELLER.

## **11. Markings, ID Plates and Title:**

BUYER, at its cost, will remove all existing ownership markings and identification plates (including container prefix and identifying number) from the Containers upon release of the Containers to BUYER. Seller hereby agrees to transfer to the BUYER the title to the Containers on receipt of payment in full of SELLER's invoice for such Containers.