

## Retention of Title

1. It is expressly agreed and declared that the title to the subject goods delivered shall not pass to the Buyer until payment in full of all sums owed by the Buyer to the Seller (on any account whatsoever). The Buyer shall in the meantime take custody of the goods and retain them as the fiduciary agent and bailee of the Seller.
2. Any resale of the goods by the Buyer is made on the basis that the Buyer will receive all proceeds of such sale whether tangible or intangible, direct or indirect in trust for the Seller and will keep such proceeds in a separate account until the liability of the Buyer to the Seller on any account is discharged in full.

## Terms and Conditions for Container Hire

The owner being Nationwide Container sales (Australia) and the hirer agree to take on the nominated container(s) from the owner at the charges set out above and subject to the following terms and conditions.:

### Responsibility of hirer.

1. The hirer shall indemnify Nationwide Container Sales (Australia) for any loss or damage to the container(s) during the hire period or whilst in the custody of the hirer or anyone acting on the hirers behalf. The hirer shall also indemnify Nationwide Container Sales (Australia) for any loss, damage, fines, injury or expenses caused or incurred by the container(s) during that period.
2. The hirer agrees that he/she will not move or cause to be removed the container(s) from the location at which it was delivered without first obtaining permission from the owner.
3. The hirer agrees that on termination of hire to ensure the owner or his agent has reasonable access with his vehicle, for the purpose of loading the container(s) in this agreement. For any futile trip the hirer will be charged accordingly.
4. Upon termination of hiring, the hirer shall immediately remove all goods from the container(s). Should the hirer fail to do so he/she thereby appoints Nationwide Container Sales (Australia) or their agent to do so. The hirer hereby appoints Nationwide Container Sales (Australia) at its option to place such goods at any premises apparently occupied by the hirer to sell such goods, applying the proceeds to the payment of any charges due by the hirer to Nationwide Container Sales (Australia). The hirer warrants that only goods owned by the hirer will be stored in the container(s).
5. The hirer hereby irrevocably authorises Nationwide Container Sales (Australia) to enter upon any property on which the container(s) are located for the purposes of removal of container(s) hired out upon termination of the hiring.
6. Any charges unpaid (90 days) constitutes automatic termination of this hire agreement whereupon clause 4 and 5 shall immediately apply.
7. Should collection proceedings be required at any time I/we agree to reimburse Nationwide Container Sales (Australia) with all costs, debt collection agency fee, search fee and commission (usually 10%) plus solicitors costs payable to the collection agency.

### Payment Terms:

Payment of the first 28 days hire and transport charges are required at initial delivery. Subsequent hire charges are due at the end of each month.

### Insurance:

Insurance of the contents of the container(s) is the responsibility of the hirer. Nationwide Container Sales (Australia) shall not be responsible whether in negligence or otherwise, for loss or damage, deterioration of any goods stored in the container(s) howsoever caused.