

LEASE AGREEMENT GENERAL CARGO CONTAINER

Agreement number:

YS CONTAINER SERVICES (NZ) LTD agrees to lease / rent

Unit number:

Lessee:

Address:

Commencing on:

For a period:

Terms of Lease: It is agreed that the unit listed above is rented for the period covered above and at a rate of \$ + GST per day. There is a minimum charge of one month.

The lessee on signing agrees in full to the rental conditions detailed above and on the reverse of this form.

Lessee:

Signed... _____ Date...

For YS Container Services (NZ) Ltd

Signed... _____ Date...

The following conditions apply:

1) PAYMENT TERMS. Invoices will be posted on a monthly basis in advance. Payment is due by the 20th of the month following the date of the invoice. Overdue accounts will incur interest charges at 2% above bank interest rate. Any account not paid within our normal terms will be handed to our collection agency and all costs associated with the collection will be added to the account.

2) ANY OVERPAYMENT due to early return of the lease unit will be credited / refunded to the lessee's account.

3) DELIVERY CONDITION. Unless otherwise stated, container(s) covered by this agreement are leased 'as is where is', and are not new and no warranty is given or implied as to condition other than being wind and watertight at time of leasing.

4) RETURN CONDITION. On dehire an estimate will be raised for items of obvious impact damage incurred and or damage caused by cargo carried whilst the container is under the lessee's control along with any cleaning charges required. This will be charged to the lessee's account forwarded upon dehire / completion of the lease agreement.

5) LOCATION. The unit is to be situated in a convenient position for recovery at the nominated site. Changes of site must be notified to YS Container Services (NZ) Ltd within 24 hours.

6) THEFT. YS Container Services (NZ) Ltd will take no responsibility for break-ins or theft of goods that may be stored in the above listed unit whilst under the lessee's control.

7) INSURANCE OF GOODS. Arrangements for the insurance of goods stored or carried in the above listed unit is the responsibility of the lessee. YS Container Services (NZ) Ltd will take no part in any such insurance contract.

8) STRUCTURAL FAILURE. The container is open to inspection by the lessee prior to signing of the lease agreement. The lessee accepts the container in the condition/structural state as is at the time of signing the lease. YS Container Services (NZ) Ltd accepts no responsibility in respect of any structural failure of the above listed unit and any loss that may occur as a result of structural failure of the above listed unit.

9) RECOVERY. Failure to make payments as per terms of lease gives the lessor the right to enter land and premises to recover possession of the container(s). All costs of recovery and/or repairs to return the equipment to on hire condition will be the responsibility of the lessee.

10) TOTAL LOSS. In the event of either total loss, theft or major damage to such a degree that repairs are uneconomic, the lessee will be responsible for the insurance excess cost which in this case is NZ\$750 +GST per container. Payment terms will be thirty (30) days from issue of invoice.

11) OWNERSHIP. Ownership of the above listed unit always remains with the lessor.