TERMS AND CONDITIONS OF SALE OF EQUIPMENT

These Terms and Conditions of Sale ("Terms of Sale") apply to all purchases of Triton equipment products ("Equipment") you make. These Terms of Sale are a legal agreement between you and Triton International Limited and its subsidiary entities, parent entities, and successors (collectively, "Sellers," "we," "us," and "our").

In addition, the purchase and use of Equipment are also subject to our Terms & Conditions, and our Privacy Policy, which are available online at TritonContainer.com, TritonInternational.com, TRTN.com, and any one of our other websites, and which are incorporated by reference herein. Any capitalized terms used but not defined in these Terms of Sale will have the meanings ascribed to them in the Terms & Conditions. By making a purchase, you hereby agree to be bound by these Terms of Sale, the Terms & Conditions, and our Privacy Policy, and any other policy referenced herein.

1. DELIVERY/PICKUP/ID PLATES.
All Equipment is sold "AS IS" "WHERE-IS". Unless otherwise agreed, title to Equipment shall pass to Purchaser upon Purchaser's pick up of the item of Equipment. Risk of loss shall pass to Purchaser upon the earlier of Purchaser's payment for or Purchaser's pickup of the item of Equipment. Seller shall have no liability whatsoever for loss or damage due to late delivery or non-delivery of the Equipment. 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 any liability on its part, all or portions of this order so affected. Equipment must be picked up within ten (10) days of the date of Sale Release confirmation. If Purchaser elects to pay via Single Euro Payments Area (SEPA) Direct Debit, the Sales Release Confirmation and permission to pick up the Equipment may be delayed for up to six (6) business days until the payment has fully settled and cleared the refusal window. Otherwise, Seller may cancel the sale or charge Purchaser storage. Purchaser will promptly remove all ownership markings and identification plates. Payment terms are listed on the applicable invoice.

2. PAYMENT.
Unless otherwise specified on the applicable invoice, payment shall be made in the currency specified on the applicable invoice and shall be due within thirty (30) days from date of invoice. Payments may be made by bank wire transfer, Automated Clearing House ("ACH") transfer, credit card, SEPA Direct Debit (for eligible customers), or such other payment method(s) as Seller may make available from time to time (each, a "Payment Method"). Please note that SEPA Direct Debit transactions may be subject to certain limits as designated by the applicable payment processor. Unless otherwise agreed to by Seller in writing, Seller does not accept any other forms of payment.

By providing or designating a Payment Method and using such Payment Method to make a purchase, Purchaser authorizes Seller and/or Seller's third-party payment processor to charge, debit, or otherwise process such Payment Method for all amounts due under the applicable invoice, including any applicable taxes, fees, shipping charges (if any), and other agreed charges. If Purchaser elects to pay by SEPA Direct Debit, Purchaser must provide their bank account number in International Bank Account Number (IBAN) format and further authorizes Seller and its payment processor to collect payment from Purchaser's designated bank account pursuant to the SEPA Direct Debit mandate accepted by Purchaser through Seller's payment processor and in accordance with the applicable SEPA Direct Debit scheme rules (or such other applicable SEPA Direct Debit scheme as designated by Seller). Once a SEPA Direct Debit mandate has been issued, it generally stays valid for 36 months. If applicable, Triton or its payment processor will send a debit notification email to Purchaser up to two (2) calendar days in advance of the payment creation.

Purchaser may update or replace its designated Payment Method as part of the checkout process in accordance with Seller's then-current payment procedures, and is responsible for ensuring that its designated Payment Method remains valid, and where applicable, that sufficient funds are available. If Purchaser revokes, cancels, or otherwise withdraws authorization for a Payment Method (including a SEPA Direct Debit mandate), Purchaser shall promptly designate an alternative Payment Method acceptable to Seller and remains responsible for timely payment of all amounts due. Any change, replacement, or revocation of a Payment Method shall not affect Purchaser's obligation to pay any outstanding amounts or Seller's right to process any payment that was authorized prior to the effective date of such change, replacement, or revocation, to the extent permitted by applicable law. If Seller or its third-party payment processor is unable to verify, process, or successfully collect payment using the designated Payment Method, or if the Payment Method is invalid, expired, revoked, rejected, reversed, or otherwise unacceptable, Seller may suspend or cancel the applicable order, withhold shipment or delivery of Equipment, suspend Purchaser's access to its account, the Equipment or Services, or exercise any other rights or remedies available under these Terms of Sale, the Terms & Conditions, or applicable law until all outstanding amounts have been paid in full. Purchaser shall be responsible for any fees, costs, or charges arising from failed, rejected, returned, reversed, or unauthorized payment attempts to the extent arising from inaccurate payment information, insufficient funds, or Purchaser's breach of these Terms of Sale.

Purchaser represents and warrants that (i) all payment information provided is accurate, complete, and current; (ii) Purchaser has the legal right and authority to use or authorize the designated Payment Method, including any designated bank account for SEPA Direct Debit; and (iii) Purchaser authorizes Seller and its third-party payment processor to process the designated payment method for all amounts due.

Payment may be processed via our third-party payment processor. By submitting a Payment Method, Purchaser acknowledges that payment information may be collected, processed, and stored by such third-party processor in accordance with such payment processor's applicable terms and privacy notice. Purchaser acknowledges that certain financial institutions may place authorization holds or otherwise process transaction in accordance with their own policies, and Seller is not responsible for such actions.

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

Purchaser shall promptly notify Seller if Purchaser believes any invoice or payment has been submitted or processed in error. The parties shall cooperate in good faith to investigate and resolve any payment dispute. Purchaser shall not initiate a chargeback, payment reversal, or similar payment except where Purchaser has a good-faith basis to believe the applicable charge was unauthorized, erroneous, fraudulent, or otherwise inconsistent with these Terms of Sale or the applicable invoice. Notwithstanding the foregoing, SEPA Direct Debit payments are subject to statutory dispute rights: Purchasers may dispute a payment through their bank on a "no questions asked" basis for up to eight (8) weeks after their account is debited, and for up to thirteen (13) months if the debit was unauthorized. Unlike credit card disputes, SEPA Direct Debit disputes are final and there is no process for appeal. For the avoidance of doubt, any chargeback, payment reversal, refund, or similar payment dispute processed by a payment provider or financial institution affects only the method by which payment is collected and does not extinguish Purchaser's underlying obligation to pay any amounts properly due under these Terms of Sale. Purchaser shall reimburse Seller for any reasonable fees, costs, or expenses (including payment processor fees) incurred by Seller as a result of any such chargeback, reversal, refund, or payment dispute, to the extent permitted by applicable law. The foregoing does not limit Seller's rights to suspend performance or pursue any other remedies available under these Terms of Sale, the Terms & Conditions, or applicable law.

3. DISCLAIMER OF WARRANTIES/CONSEQUENTIAL DAMAGES.
PURCHASER IS AWARE THAT ALL EQUIPMENT IS SOLD "AS-IS" "WHERE-IS". SELLER DISCLAIMS AND PURCHASER WAIVES AND RELEASES SELLER FROM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION (a) THE DESIGN, CONDITION, AVAILABILITY, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE EQUIPMENT; (b) THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE OF PURCHASER; AND (c) THE CONFORMITY OF THE EQUIPMENT TO THE SPECIFICATIONS REQUIRED BY ANY COUNTRY OR POLITICAL SUBDIVISION WITHIN WHICH THE EQUIPMENT MAY BE USED. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER SHALL HAVE NO LIABILITY TO PURCHASER FOR ANY CLAIM, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, 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. 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS AND PURCHASER WAIVES ANY WARRANTY REGARDING THE OPERATION OF MACHINERY OR TYPE OF REFRIGERANT REFRIGERATED CONTAINERS MAY CONTAIN. IN THE EVENT ANY EQUIPMENT SURVEYS ARE PERFORMED AT THE REQUEST OF PURCHASER, SUCH SURVEYS SHALL BE CONDUCTED BY AN INDEPENDENT THIRD PARTY ON BEHALF OF PURCHASER. SELLER DOES NOT GUARANTEE THE ACCURACY OF ANY SUCH SURVEY.

4. TAXES; CUSTOMS; COMPLIANCE WITH LAWS.
Prior to sale to Purchaser, the Equipment has been used solely for international transportation and is located at the pickup location under temporary admission permission pursuant to the Convention on Temporary Admission (Istanbul Convention) and related international and domestic laws. The Equipment has not been qualified in any jurisdiction for any other use. Purchaser agrees to assume exclusive liability for and to pay, to prepare all necessary filings (including VAT filings that may be required under the reverse charge provisions), indemnify and hold Seller harmless from all sales or use taxes, transfer, title and registration fees, VAT, domestication, personal property taxes or other taxes, tolls, levies, imposts, duties or government charges imposed in connection with the intended use of the Equipment by Purchaser, the sale of Equipment, or any services rendered by Seller in connection with this sale of Equipment, including any penalties, fines or interest thereon. The supply of goods preceding the importation into the EU is VAT exempt acc. to § 4 Nr. 4b UStG. For Equipment located in Germany or the U. K. which will be exported from such country to a destination outside of the country or will not be used within the country of Sale except for (a) a single domestic journey before export of the Equipment on which inland freight may be carried between two points within the country of Sale or (b) international movement of goods, which may include a journey within the country of Sale for the purpose of loading or unloading the goods, Purchaser acknowledges that if such Equipment is subsequently used in such country, such Equipment is subject to seizure by Customs. Purchaser agrees to provide Seller with proof that the Equipment has left the applicable country within 30 days after the event. For Equipment located and sold in China, Purchaser must ensure Equipment is exported out of the country within the legal time frame allowed by local authorities. Upon request, Purchaser will provide proof of such export to the Seller. For Equipment located and sold in Australia, the Purchaser and the Seller agree that any applicable Goods and Services Tax (GST) is payable by the Purchaser to the tax authorities under Division 83 of the GST Act. Purchaser agrees

that it has complied and will comply with all applicable laws and regulations in connection with its use or potential resale of the Equipment, including 40 CFR Part 84 Subpart B which restricts the use of certain regulated substances in intermodal containers. Purchaser shall, at its sole cost and risk, remove, replace, retrofit, or otherwise handle any refrigerant in connection with its purchase, use or resale of the Equipment, as may be required by such laws or regulations. Seller disclaims any responsibility or liability in connection therewith. Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, losses, penalties, or damages arising out of or relating to Purchaser's failure to comply with this provision.

5. INDEMNIFICATION.
Purchaser shall defend at its own expense and indemnify and hold harmless (1) Seller and its subsidiaries and affiliates, its beneficial interests and affiliates, and (2) their respective agents, employees and indemnities (collectively, the "Indemnified Parties" and each, an "Indemnified Party"), without regard to whether the Indemnified Parties' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnified Parties, from all claims, causes of action, liability, damage or loss (including, without limitation, expenses in connection with any claim or suit, such as attorneys' fees, court costs and other expenses) arising directly or indirectly in any manner out of: (a) The sale of the Equipment under this Agreement or any attempt by any third party, whether private or governmental, to impose upon an Indemnified Party or Parties liability for Purchaser's acts or omissions; (b) Any claim, whether private or governmental, for personal injury or death or for loss or damage to person, property, cargo or vessels or otherwise (including without limitation any claim based on strict liability in tort), arising out of or incident to the selection, acceptance, possession, interchange, leasing, rental, operation, control, use, storage, loading, unloading, moving, maintenance, repair, delivery, redelivery or return of the Equipment; and (c) Any forfeiture, seizure or impounding of, or charge or lien imposed or asserted against the Equipment. If applicable state law does not allow enforcement of indemnity obligations to the extent contained in this provision, the parties expressly agree that Purchaser will be obligated to indemnify the Indemnified Parties to the fullest extent allowed by applicable law. This Section shall survive the termination, cancellation or expiration of this Agreement.

6. REMEDIES/WAIVER.
The remedies reserved to Seller herein shall be cumulative and in addition to any other or further remedies provided by law. Seller's failure to insist on performance of any of the terms and conditions of this Agreement, or Seller's waiver of any breach, shall not act as a waiver of any other term or condition or any subsequent breach.

7. ASSIGNMENT/ENTIRE AGREEMENT.
Purchaser may not assign this Agreement nor any of its rights or obligations herein without Seller's prior written consent, which consent may be withheld for any reason. It is understood and agreed that this Agreement and the applicable invoice embodies the complete understanding of Purchaser and Seller relative to this sale. The parties may modify this Agreement only by a writing both have signed.

8. JURISDICTION AND LAW.
This Agreement shall be construed and interpreted according to the laws of the State of New York, USA excluding its conflict of laws rules. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Any claim or controversy arising out of or relating to this sale, may be referred to arbitration in the counties of Westchester or New York in the state of New York, USA before a single arbitrator appointed by the American Arbitration Association or may be litigated in the state or federal courts located in the counties of Westchester or New York, in the state of New York, USA. Seller and Purchaser hereby consent to be subject to the jurisdiction of such arbitration or courts and to waive any objection to the venue of such arbitration or courts and not to assert any defense of forum non conveniens. Seller and Purchaser agree that service of process upon the other in any action or arbitration may be made by mailing a copy (by registered or certified mail or commercial courier with receipt required) postage prepaid, addressed to the respondent Party at the address shown on the invoice. Service shall be complete seven (7) days after such process has been sent to the respondent Party. Purchaser agrees to pay Seller's costs and attorneys' fees in any action or arbitration brought to enforce any of the provisions of this Agreement. Nothing herein shall affect the right of either Party to serve legal process in any other manner permitted by law or affect the right of either Party to bring any action or proceeding against the other Party or its property in any other court of competent jurisdiction.