**Bidding Instruction for Used Dry Containers**

An auction for used dry containers will be held. Company who is interested in is welcome to bid. The selling unit and pickup location is listed in the bidding form as Attachment 1 and please note that company sending the bidding form to the designated email address (as a bidder) represents the terms and regulations stated below is consent by the bidder.

1. **Bidding requirement:**
	1. Bidding should be emailed to designated email address before closing time as stipulated in Clause 2.1 and please note that bidders who quote back means who understand and agree the terms and regulation stipulated hereinafter and also agree that all units in this auction will be available in “as-is, where-is” condition and Yang Ming provides no warranties, express or implied, as to merchantability or fitness for any purpose or any other warranty whatsoever. Yang Ming shall in no event be responsible for consequential damages.
	2. The bidding price should be “Net Lump-sum” exclude following items: Local taxes, Bank fee for both sides, trucking fee, handling off charge or any other local surcharges. If above mentioned items occurred, which would be at buyer’s account.
	3. The bidding should be irrevocable and the price should be valid after one day after closing time.
2. **How to bid:**
	1. Use Bidding form as Attachment 1 and fill in your contact info first.
	2. Yang Ming sets the asked price for respective intended selling units at USD 1,100/unit. Bidders who are willing to buy the designated unit at Yang Ming’s asked price shall fill in the same price in the bid price column. If asked price is not acceptable, bidders may quote your best bid price directly in respective column.
	3. Please note the auction will be automatically closed before closing time if the asked price is accepted by bidders.
	4. Print out the bidding form and sign on it, then scan as attached and send to designated e-mail address [GGSUCNTRAUCTION@yangming.com](GGSUCNTRAUCTION%40yangming.com) “ONLY” before closing time (To be stated in the notice email).
	5. The auction will be awarded on per-unit basis and will be awarded by following principles :
3. The First Bidder who accept the asked price. If there are multiple bidders accept the asked price, the sequence will be decided by the receiving time of the Bid Form by the record in Yang Ming’s designated email system.
4. IF ask price is not fulfilled before closing time, the auction will be awarded to Bidder who offers the highest price among bids that match the reserved price for respective unit before closing time.
5. If none of the bid price matches our reserved price, the auction will be failed.
	1. Once the winner to be confirmed (hereinafter referred as Buyer), the transaction is founded and Buyer is not allowed to abandon. Once Buyer is unable to fulfill the transaction (including the delay of payment), who will be disqualified for the following tenders in the future.
	2. Yang Ming reserves the rights to decide who will be the final winner, to cancel the auction before closing time or to change the closing time at her own discretion and without further notice.
6. **Payment terms:**

The Buyer shall pay the full amount to Yang Ming for the Purchase Price of all awarded units **within 7 calendar days after the awarding date**. If failed, YM has the rights to cancel this transaction and put the unit back into tender. Any surcharges occurred during the payment period should be on the unredeemed buyer’s account.

1. **Title and Markings**
	1. Upon receiving of full payment by Buyer, Yang Ming will issue the Delivery Notice for awarded unit(s) available for collection to Buyer. All risk of loss or damage to the awarded unit(s) or liability arising as a result of the change of ownership thereof shall be assumed by Buyer as of the Delivery Date of such awarded unit(s).
	2. Buyer shall, at Buyer’s own expense, remove or obliterate from awarded units all markings and letterings pertaining to the Yang Ming’s ownership after the unit been released to Buyer. Buyer also agrees to have CSC plates intact with the exception that YMLU prefix will be crossed out.
2. **Delivery and Storage**
	1. Buyer agrees that the awarded unit(s) via the auction will be delivered to Buyer at Yang Ming’s terminals or deports in the locations. Such delivery shall be born at Buyer’s expense, except for the lifting charges, gate charges and storage charges mentioned in 5.2 hereof which shall be borne at Yang Ming’s expense.
	2. Buyer is allowed to store the unit(s) at the expense of Yang Ming in Yang Ming’s depots at Buyer’s risk and responsibility **for a period not exceeding 7 calendar days after the day that delivery notice to be sent for such unit(s)**. Yang Ming shall have the right to charge Buyer for the storage fee incurred by Yang Ming for storage of such unit(s) after above-mentioned 7 calendar days period and Buyer shall pay such storage fees directly to Yang Ming within 3 working days after the receipt of invoice from Yang Ming. Buyer further agrees to pay such storage fees to Yang Ming regardless of the value of such unit(s) remaining in Yang Ming’s depots.
	3. In the event that Yang Ming delivers awarded unit(s) to Buyer’s depot, all the expenses for trailer and incurred at the depot, including but not limited to, storage charges, shall be borne in full by Buyer.
3. Interpretation of ambiguities

Any conflicts, controversy, or ambiguity to the terms and conditions herein, Seller’s interpretation shall prevail.

1. Severability

If at any time during the performance of Agreement, any provision hereof shall be held to be invalid, illegal or unenforceable, the remainder of Agreement shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.

1. Legal Compliance
	1. Buyer hereby guarantees it shall undertake to at all times comply with all relevant and applicable national and international laws, conventions, regulations and provisions applicable including but not limited to environmental protection, labor, health & safety, fire, etc..
	2. Buyer has fully been informed of and acknowledges Seller engages in any commercial activities in a fair, equitable and transparency manner as per its “Code of Ethical Management”, which could be referred and downloaded from Seller’s website at <http://www.yangming.tw/csr/01csr.html>, for all of its stakeholders’ acknowledge and compliance.   Therefore, Buyer confirms that it won’t directly or indirectly offer, promise to offer, request or accept any improper benefits, including rebates, commissions, palm greasing payments, or offer or accept improper benefits in other ways to Seller and its directors, supervisors, managers, employees and practical controllers.
	3. Buyer shall forward the above-mentioned law/rules, requirements and measures to their employees, co-workers, and subcontractors for their full compliance.