

**KIWIRAIL DISCLAIMER DOCUMENT:**

**ACKNOWLEDGEMENT OF BASIS OF LSM CLASS MILK CONTAINERS**

BETWEEN KiwiRail Limited (“**KiwiRail**”)

AND [ ] (the “**Purchaser**”).

A KiwiRail has LSM class of Milk Containers which it has decommissioned and wishes to sell. KiwiRail has engaged Manheim to act as their selling agents, together known as the Sellers.

The Purchaser wishes to purchase the LSM class of Milk Containers with the full understanding of the basis on which it is offered by the Sellers.

B The parties have separately reached agreement as to the price and delivery terms of sale of the LSM class Milk Containers and wish to record their understanding of the basis on which such LSM class Milk Containers are sold in this acknowledgement.

**IN CONSIDERATION OF THE SELLERS AGREEING TO SUPPLY THE LSM CLASS MILK CONTAINERS TO THE PURCHASER THE PURCHASER ACKNOWLEDGES AND AGREES AS FOLLOWS:**

- 1 It has had full opportunity to inspect the LSM class Milk Containers and to satisfy itself in regard to the suitability of the LSM class Milk Containers for any purpose to which the Purchaser and/or any third party to whom the Purchaser intends to sell such LSM class Milk Containers may intend that such LSM class Milk Containers be put.
- 2 It has placed no reliance on any description of the LSM class Milk Containers by the Sellers and/or any statement made as to the suitability of the LSM class Milk Containers for any purpose whatsoever.
- 3 It is purchasing the LSM class Milk Containers in “as is” condition and it accepts the LSM class Milk Containers as such with all faults and/or other deficiencies.
- 4 The Sellers provide no warranty of any kind as to the quality or suitability for any purpose of the LSM class Milk Containers including, without limitation, as to its structural integrity and any implied warranty, statutory or otherwise, is expressly excluded to the fullest extent permitted by law.
- 5 The Sellers shall have no liability to the Purchaser in contract, tort (including negligence) or otherwise whatsoever for any loss, damage, cost, claim or expense suffered by the Purchaser or any third party resulting from any use of the LSM class Milk Containers.
- 6 If the Purchaser wishes to use a LSM class Milk Containers as a load bearing structure of any sort, it will have such LSM class Milk Containers independently certified as suitable for such purpose by an appropriately certified body.
- 7 If the Purchaser wishes to on-sell the LSM class Milk Containers to any third party, it will require such third party to agree terms materially the same as those contained in this acknowledgement. The Purchaser shall indemnify the Sellers against all claims, liability, demands, proceedings, costs and expenses arising as a result of the Purchaser failing to comply with this provision.

This acknowledgement and the separately agreed terms as to price and delivery constitute the entire agreement between the parties as to the basis on which the LSM class Milk Containers are sold by the Sellers.

<b>SIGNATURE</b>	<b>Purchaser</b>
	 <hr/> (Signature)
	<b>Name:</b>  <b>Position:</b>  <b>DATE:</b>