

CBShippingSolutions - Terms and Conditions

Last Updated: May 14, 2025

By accessing or using the services provided by CBShippingSolutions ("CBS," "we," "us," or "our"), you ("you," "the Customer," or "Client") agree to be bound by these Terms and Conditions ("Terms"). Please read these Terms carefully before engaging our services.

1. Services Provided

CBShippingSolutions offers the following services (collectively, the "Services"):

- Sale of new and used shipping containers.
- Lease or rental of shipping containers.
- Modification and customization of shipping containers.
- Transportation and delivery of shipping containers.
- Storage of shipping containers (if applicable).
- Other related services as may be offered from time to time.

Specific details of the Services being provided will be outlined in a separate agreement, quotation, invoice, or order confirmation (the "Agreement").

2. Orders and Agreements

- All orders for the purchase or lease of shipping containers are subject to acceptance by CBS. We reserve the right to refuse any order at our discretion.
- The Agreement will specify the type, size, condition, quantity, price, delivery details, and any other relevant terms for the Services.
- Any modifications or amendments to the Agreement must be in writing and signed by authorized representatives of both parties.

3. Pricing and Payment

- Prices for our Services are subject to change without prior notice unless otherwise specified in the Agreement.
- All prices are exclusive of applicable taxes, transportation costs, and other charges unless explicitly stated.
- Payment terms will be outlined in the Agreement. Typically, this may include a deposit upon order confirmation and the remaining balance due prior to delivery or upon completion of services.
- Late payments may be subject to interest charges at a rate of 13.1% per month or the maximum rate permitted by law, whichever is lower.
- Acceptable methods of payment will be specified in the Agreement or on our invoices.

4. Delivery and Acceptance

- Delivery dates provided are estimates only and are not guaranteed. CBS shall not be liable for any delays in delivery beyond our reasonable control.
- The Customer is responsible for ensuring that the delivery site is accessible and suitable for the delivery of the shipping container(s), including having adequate space and ground conditions.
- Upon delivery, the Customer is responsible for inspecting the shipping container(s) for any visible damage. Any claims for damage must be noted on the delivery receipt and reported to CBS in writing within TWO BUSINESS days of delivery. Failure to do so may constitute acceptance of the container(s) in "as is" condition.
- Risk of loss and title to purchased shipping containers shall pass to the Customer upon delivery. For leased containers, risk of loss remains with CBS, but the Customer is responsible for any damage beyond normal wear and tear during the lease period.

5. Lease/Rental Terms (If Applicable)

- The lease term, rental fees, and any security deposit requirements will be specified in the Lease Agreement.
- The Customer is responsible for maintaining the leased container(s) in good condition, reasonable wear and tear excepted.
- The Customer shall not make any unauthorized modifications to the leased container(s).
- Upon termination of the lease, the Customer is responsible for returning the container(s) to the agreed-upon location in the condition specified in the Lease Agreement. Additional charges may apply for any damages beyond normal wear and tear or for failure to return the container(s) on time.

6. Modifications and Customization

- Any requests for modifications or customization of shipping containers must be clearly specified by the Customer and agreed upon in writing by CBS.
- The Customer is responsible for providing accurate specifications and ensuring that the modifications comply with all applicable laws and regulations.
- Payment terms for modifications will be outlined in the Agreement and may include upfront deposits or progress payments.

7. Warranty and Disclaimer

- For new shipping containers, any manufacturer's warranty will apply. CBS will pass through any such warranties to the Customer to the extent permissible.
- Used shipping containers are typically sold "as is," with all faults and without any express or implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose, unless otherwise specifically stated in writing.
- CBS makes no warranties regarding the suitability of the shipping containers for any specific purpose intended by the Customer unless explicitly agreed upon in writing.

8. Limitation of Liability

To the maximum extent permitted by applicable law, CBShippingSolutions shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including, without limitation, loss of profits, data, use, goodwill, or other economic advantage) arising out of or in any way connected with our Services, even if we have been advised of the possibility of such damages. In no event shall CBS's total liability to the Customer for any claim arising out of or relating to these Terms or the Services exceed the total amount paid by the Customer to CBS for the specific Services giving rise to the claim.

9. Indemnification

The Customer agrees to indemnify, defend, and hold harmless CBShippingSolutions, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- The Customer's use of the Services.
- The Customer's breach of these Terms or any Agreement.
- Any damage to the shipping container(s) caused by the Customer's negligence or misuse (for leased containers).
- Any claims arising from modifications or uses of the shipping container(s) not authorized by CBS or not in compliance with applicable laws and regulations.

10. Governing Law and Dispute Resolution

These Terms and any Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms or the Services shall be exclusively resolved in the state or federal courts located in Clay county of Arkansas. The parties irrevocably consent to the jurisdiction of such courts.

11. Entire Agreement

These Terms, together with any applicable Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether oral or written.

12. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. Amendments

CBS reserves the right to modify or amend these Terms at any time without prior notice. The latest version of the Terms will be posted on our website <https://cbshippingsolutions.com>. By

continuing to use our Services after any such modifications, you agree to be bound by the revised Terms.

14. Contact Us

If you have any questions about these Terms and Conditions, please contact us at:

CBShippingSolutions.