

## **CBShippingSolutions - Delivery Policy**

**Last Updated:** May 14, 2025

This Delivery Policy outlines the procedures and responsibilities related to the delivery of shipping containers purchased or leased from CBShippingSolutions ("CBS," "we," "us," or "our"). By placing an order or entering into an agreement with CBShippingSolutions, you ("you," "the Customer," or "Client") acknowledge and agree to the terms of this Delivery Policy.

### **1. Delivery Arrangements:**

- Delivery services are offered for shipping containers purchased or leased from CBShippingSolutions.
- Delivery arrangements will be coordinated between CBS and the Customer after an order has been confirmed and payment terms have been met.
- Specific delivery dates and times are estimates only and are subject to change due to factors beyond our reasonable control, such as weather conditions, road conditions, transportation availability, and unforeseen delays. CBS will make reasonable efforts to communicate any significant delays to the Customer.

### **2. Customer Responsibilities:**

The Customer is solely responsible for ensuring the following:

- **Accurate Delivery Information:** Providing accurate and complete delivery address, contact information, and any specific delivery instructions at the time of order. Any changes to the delivery address must be communicated to CBS in writing as soon as possible and may be subject to additional charges.
- **Site Access and Suitability:** Ensuring that the delivery site is accessible and suitable for the safe and efficient delivery of the shipping container(s). This includes:
  - Adequate space for the delivery vehicle to maneuver and position the container.
  - Sufficient overhead clearance, free from obstructions such as trees, power lines, or buildings.
  - A level and stable ground surface capable of supporting the weight of the delivery vehicle and the shipping container(s). CBS reserves the right to refuse delivery if the site is deemed unsafe or unsuitable, and additional charges may apply for the aborted delivery attempt.
- **Necessary Permits and Permissions:** Obtaining any necessary permits, licenses, or permissions required for the delivery and placement of the shipping container(s) at the designated location in accordance with local regulations in Corning, Arkansas, and any other applicable jurisdictions.
- **On-Site Contact:** Ensuring that a responsible adult (the Customer or a designated representative) is present at the delivery location during the agreed-upon delivery window to inspect and accept the shipping container(s).

### **3. Delivery Process:**

- CBS will utilize its own transportation or engage third-party transportation providers for delivery.
- The method of delivery (e.g., flatbed truck, tilt-bed truck) will be determined based on the size and type of container and the delivery location.
- Upon arrival, the delivery driver will typically position the shipping container(s) as close as reasonably possible to the designated location, provided that site conditions allow for safe and unobstructed placement.
- The Customer (or their representative) will be required to sign a delivery receipt acknowledging receipt of the shipping container(s) and noting any visible damage at the time of delivery.

### **4. Inspection Upon Delivery:**

- The Customer is responsible for thoroughly inspecting the shipping container(s) for any visible damage *at the time of delivery* before signing the delivery receipt.
- Any claims for damage must be clearly noted on the delivery receipt and reported to CBS in writing within **24 hours** of delivery, along with supporting photographic evidence.
- Signing the delivery receipt without noting any damage constitutes acceptance of the container(s) in "as is" condition with respect to visible damage at the time of delivery.

### **5. Delivery Delays:**

- CBS shall not be liable for any losses, damages, costs, or expenses incurred by the Customer due to delays in delivery that are beyond our reasonable control.
- We will make reasonable efforts to communicate any significant delays and provide updated estimated delivery times.

### **6. Unsuccessful Delivery Attempts:**

- If a delivery attempt is unsuccessful due to the Customer's failure to meet their responsibilities as outlined in Section 2 (e.g., unsuitable site, no on-site contact), the Customer may be responsible for additional charges, including but not limited to redelivery fees and storage fees.

### **7. Installation and Unloading:**

- Unless explicitly agreed upon in writing, CBS is only responsible for the delivery of the shipping container(s) to the designated site. The Customer is responsible for any unloading, placement beyond the immediate reach of the delivery vehicle, or installation of the container(s).

### **8. Governing Law:**

This Delivery Policy shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict of law principles. For matters concerning interstate transportation and federal regulations, the applicable laws of the United States shall also govern.

**9. Amendments:**

CBS reserves the right to modify or amend this Delivery Policy at any time without prior notice. The latest version of the policy will be posted on our website <https://cbshippingolutions.com/>

**10. Contact Us:**

If you have any questions about this Delivery Policy, please contact us at:

CBSShippingSolutions.