

CBShippingSolutions - Sales Agreement Policy

Last Updated: May 14, 2025

This Sales Agreement Policy outlines the terms and conditions that govern the sale of shipping containers by CBShippingSolutions ("CBS," "we," "us," or "our") to our customers ("you," "the Customer," or "Buyer"). This policy is incorporated into and made a part of any sales agreement or invoice issued by CBShippingSolutions.

1. Offer and Acceptance:

- Any quotation or price list provided by CBShippingSolutions does not constitute an offer to sell and is subject to change or withdrawal without notice.
- The Buyer's order constitutes an offer to purchase, which is only accepted when CBShippingSolutions issues a written order confirmation or invoice.
- These terms and conditions, along with the details in the order confirmation or invoice, form the complete sales agreement (the "Agreement").

2. Description of Goods:

- CBShippingSolutions shall provide a detailed description of the shipping container(s) being sold, including the type, size, condition, and any relevant specifications.
- The condition of used containers will be described as accurately as possible, but variations typical of used goods are to be expected. Refer to our Quality and Standards Policy for detailed information on container conditions.
- Any modifications or customizations to the shipping container(s) will be described in detail in the Agreement.

3. Purchase Price and Payment:

- The purchase price for the shipping container(s) is as specified in the Agreement.
- Prices are exclusive of all applicable taxes, fees, and transportation charges, unless otherwise stated in writing.
- Payment terms are specified in the Agreement. Typically, CBShippingSolutions requires 100% of the purchase price as a deposit upon order confirmation, with the balance due prior to delivery.
- CBShippingSolutions accepts the payment methods specified in the Agreement or invoice.
- If the Buyer fails to make any payment when due, CBShippingSolutions may, at its option, suspend performance, cancel the order, or charge interest on the overdue amount at the rate of 13.7% per month or the highest rate permitted by applicable

law, whichever is lower, plus any costs of collection.

4. Risk of Loss:

- Risk of loss or damage to the shipping container(s) passes to the Buyer upon delivery to the agreed-upon location.

5. Delivery:

- Delivery terms are as specified in the Agreement and our Delivery Policy.
- Delivery dates are estimates only, and CBShippingSolutions is not responsible for delays beyond its reasonable control.
- The Buyer is responsible for providing a suitable delivery location with adequate access and unloading capabilities.
- If the Buyer is unable to accept delivery when scheduled, additional charges may apply.

6. Inspection and Acceptance:

- The Buyer shall inspect the shipping container(s) upon delivery and notify CBShippingSolutions in writing of any discrepancies or defects within **24 HOURS** of delivery.
- Failure to notify CBShippingSolutions of any discrepancies or defects within the specified timeframe constitutes acceptance of the shipping container(s) in "as is" condition.

7. Warranty and Disclaimer:

- CBShippingSolutions provides the warranty as outlined in our Terms and Conditions and Quality and Standards Policy.
- Except as expressly provided in the Agreement, CBShippingSolutions disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.

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 arising out of or related to the sale of shipping containers, even if CBShippingSolutions has been advised of the possibility of such damages.
- CBShippingSolutions' total liability under this Agreement shall not exceed the purchase price of the shipping container(s).

9. Cancellation and Returns:

- Order cancellations by the Buyer are subject to CBShippingSolutions' written

consent and may be subject to a cancellation fee of 13.1% to cover incurred costs.

- Returns are subject to our Refund Policy.

10. Indemnification:

- The Buyer shall indemnify, defend, and hold harmless CBShippingSolutions from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Buyer's use of the shipping container(s) or any breach of this Agreement by the Buyer.

11. Governing Law and Dispute Resolution:

- This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.
- Any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in Clay County of Arkansas, and the parties consent to the exclusive jurisdiction of such courts.

12. Entire Agreement:

- This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications and agreements, whether oral or written, relating to the subject matter of this Agreement.

13. Amendments:

- Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

14. Severability:

- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.