Container Sales Group - General Terms & Conditions of Sale

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- Delivery Timeframe & Requirements
- Inspection & Container Quality Guarantee
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1. Scope

1.1 These Terms & Conditions ("Terms") apply to all sales, orders, and deliveries of shipping Containers ("Container" or "Containers") from Container Sales Group Inc. ("Container Sales Group," "we," "us," or "our") to the Buyer. Container Sales Group (hereinafter "Seller") is a nationwide direct seller of new and used shipping Containers ("Equipment") to both business and residential Buyers. We are not a manufacturer of shipping Containers and therefore are not responsible for manufacturing defects.

1.2 The Buyer is any legal entity entering into a contract with Container Sales Group. The term "Container(s)" covers all types of Containers sold by Container Sales Group By placing an order, the Buyer agrees to be bound by these Terms. Any additional or conflicting terms proposed by the Buyer are expressly rejected unless agreed to in writing by Container Sales Group.

1.3 These Terms remain in effect for all current and future transactions between Container Sales Group and the Buyer, including repeat purchases.

2. Types & Condition of Containers

2.1 Condition & Weathertight Standard

Container Sales Group sells new/one-trip, used, and specialty shipping containers. Unless otherwise specified in writing:

- **Used containers** are sold **"as is"** and may show prior-service cosmetics (e.g., surface rust, dents, scratches, professional welded patches, paint variations).
- **New/One-Trip containers** are **like-new** and may show minor cosmetic imperfections from initial ocean transit and depot handling (e.g., light scuffs, small dents, paint rub).

- **All containers** are provided in **weathertight condition** (no visible water ingress during ordinary rainfall when doors are closed and gaskets are intact; excludes condensation and moisture arising from ventilation, site conditions, or improper placement). Cosmetic variations do not affect the structural integrity or the container's weathertight condition.

2.2 All Containers are guaranteed to meet the condition stated at the time of sale (e.g., Wind & Water Tight, Cargo Worthy, or New/One-Trip). The Buyer must inspect the Container(s) upon delivery and immediately notify Container Sales Group if there is an issue with the Container's structural soundness.

For clarity, structural soundness means that the Container's frame, walls, roof, and floor are intact and capable of safely supporting normal use and loads. This includes the Container's ability to remain wind and Water Tight. Cosmetic issues such as dents, surface rust, scratches, or paint variations do not affect structural soundness and are not covered under this guarantee as outlined in Section 7.

2.3 Cosmetic imperfections that do not affect structural integrity or the container's weathertight condition (as defined in Section 2.1) are excluded from this guarantee.

2.4 We cannot guarantee specific colors for Used Containers. For New/One-Trip Containers, Buyers must coordinate directly with Container Sales Group to confirm color and door handle options.

3. Ordering & Buyer Responsibilities

3.1 The Buyer is solely responsible for selecting the appropriate Container size, type, and condition that best fits their intended use.

3.2 The Buyer must provide complete and accurate delivery information and ensure the delivery site is suitable for the selected method (e.g., tilt-bed or flatbed). Any additional costs incurred due to inaccurate information, inaccessible sites, or delays caused by the Buyer will be the Buyer's responsibility.

3.3 All invoices issued by Container Sales Group must be paid in full before delivery is scheduled. Failure to make timely payment may result in delays, rescheduling fees, or cancellation of the order.

3.4 Orders cancelled after payment has been processed will be subject to a 10% cancellation fee, deducted from the refund. Refunds will be issued to the original payment method within 30 days of cancellation.

4. How Does the Order Process Work?

4.1 Ordering Containers- The Buyer may place an order for Container(s) either through Container Sales Group's online portal or by phone. When ordering online at www.containersalesgroup.com, the Buyer will select the Container size, condition, and preferred delivery or pickup option. Before completing checkout, the Buyer must review and agree to the Terms, including order confirmation, estimated delivery timeframe, payment options, and the Container Sales Group Container Guarantee. Once the order is submitted, Container Sales Group will finalize the order and issue an invoice for payment.

4.2 Buyer Responsibilities- The Buyer is solely responsible for providing accurate and complete information during the order process. Any costs arising from incorrect or incomplete details—such as delivery to the wrong address—will be the Buyer's responsibility. Container Sales Group will not be held liable for damages or delays resulting from incorrect information provided by the Buyer.

4.3 Cancellations & Refunds Prior To Delivery- If the Buyer cancels an order after it has been placed online or by phone and payment has been made, a 10% cancellation fee will apply. All refunds will be issued to the original form of payment used for the purchase. Refunds are processed within 30 days of cancellation.

4.4 Order Confirmation & Acceptance- All orders are subject to acceptance by Container Sales Group. An order is not considered binding until payment has been received in full and confirmation has been issued by Container Sales Group.

4.5 Delivery Scheduling- Delivery will be scheduled only after payment is received in full. Delivery timeframes provided at the time of ordering are estimates and may vary based on trucking availability, weather, and site conditions. Container Sales Group is not responsible for delays outside of its control.

4.6 Changes to Orders- Any changes requested by the Buyer after payment (e.g., size, condition, or delivery address) must be approved in writing by Container Sales Group and may result in additional fees or delays.

4.7 Failure to Take Delivery- If the Buyer fails to accept delivery at the scheduled time, additional trucking or rescheduling fees may apply. Storage or return charges will be incurred if delivery cannot be completed.

4.8 Force Majeure- Container Sales Group will not be liable for delays, cancellations, or inability to fulfill an order due to events beyond its reasonable control, including but not limited to extreme weather, labor strikes, government regulations, or carrier shortages.

5. Pricing, Payment & Refunds

5.1 Payment Terms- The Buyer shall pay for the Container(s) in accordance with the payment terms set forth in the Purchase Invoice. Unless otherwise specified, all payments are due in full prior to delivery or pickup being scheduled. Payments shall be made in United States Dollars. If the Buyer fails to make payment when due, such failure shall constitute a material breach, and Container Sales Group may, without notice, suspend or terminate all agreements with the Buyer. Container Sales Group reserves the right to withhold delivery until payment has cleared in full.

5.2 Non-Sufficient Funds & Collection Costs- If the Buyer's payment is returned for "Non-Sufficient Funds" or is otherwise dishonored, the Buyer shall remain fully liable for the full purchase amount and responsible for all costs and expenses incurred by Container Sales Group in recovering amounts owed.

5.4 Taxes, Fees & Surcharges
The Buyer shall be responsible for all applicable taxes related to the purchase.

5.5 Refunds- All sales are final upon completion of delivery or pickup. Once the Buyer has accepted delivery or taken possession of the Container(s), no refunds, returns, or exchanges will be issued.

5.6 Chargebacks and Unauthorized Payment Disputes- The Buyer expressly acknowledges and agrees that chargebacks, payment reversals, or any other unauthorized disputes of payment are strictly prohibited. In the event of a chargeback or payment reversal, title and ownership of the Container(s) shall immediately revert to Container Sales Group, regardless of Buyer's possession or use of the Container(s). Container Sales Group reserves the right to repossess the Container(s) without prior notice

and at the Buyer's full expense, including but not limited to costs of retrieval, transportation, administrative fees, collection expenses, and reasonable attorney's fees. The Buyer shall remain liable for the full purchase price, all related costs, and any additional damages resulting from the unauthorized dispute.

5.7 Price Adjustments- All prices are subject to prevailing market conditions at the time of order. Container Sales Group reserves the right to adjust pricing during the quoting or invoicing process in the event of material cost increases caused by, but not limited to, tariffs, carrier surcharges, fuel fluctuations, or other industry-related expenses. Buyers will be notified of such adjustments prior to payment, and orders will not be finalized until confirmation of the adjusted amount is received.

6. Delivery Requirements, Site Access & On-Site Inspection

6.1 Delivery Options- The Buyer may choose one of the following delivery methods for Container(s):

(a) Buyer Pick-Up – The Buyer may collect Container(s) directly from Container Sales Group's designated depot facility. Pick-up will be scheduled at a mutually agreed time after payment is received in full, but not earlier than one (1) business day following payment. The Buyer must collect the Container(s) within ten (10) calendar days from the date of payment. Failure to collect within this timeframe may result in cancellation of the order at Container Sales Group's sole discretion.

(b) Tilt-Bed Delivery – Delivery will be scheduled within 5–7 business days of purchase. Container Sales Group will coordinate delivery through a licensed third-party carrier. Containers are typically offloaded using a tilt-bed truck, unless alternative arrangements (such as flatbed delivery) are made in advance.

The Buyer is responsible for ensuring that the delivery site is:

- Accessible, level, and free from obstructions
- Able to safely accommodate a large delivery truck

No additional offloading equipment is required by the Buyer. However, if delivery cannot be completed due to inaccessibility, unsafe conditions, or if the truck becomes stuck or damaged because of site conditions, the Buyer will be responsible for all associated costs — including re-delivery, recovery, and dry run charges.

(c) Flatbed Delivery – Flatbed deliveries generally require 10–15 days to secure a driver through our freight broker network. Once a driver is confirmed, the Buyer will receive delivery notice 1 business day prior to arrival to allow time to prepare offloading equipment.

Container(s) will be transported on a flatbed truck, and the Buyer must provide appropriate offloading equipment (such as a crane or forklift) capable of safely handling at least 5,500 lbs. for 20 ft Containers and 10,000 lbs. for 40 ft and 40 ft HC Containers. Offloading must be completed within 90 minutes of the truck's arrival.

If the Buyer fails to provide proper equipment, timely access, or suitable site conditions, additional charges may apply, including but not limited to dry run or waiting time fees, along with any costs resulting from delays or damages.

6.2 Delivery Timelines & Force Majeure- Container Sales Group will use reasonable best efforts to meet estimated delivery dates. Failure to meet an estimate does not constitute a breach, and no damages or compensation are owed. Delivery timelines may be affected by circumstances beyond our control (e.g., carrier delays, weather, supply-chain issues, strikes, government actions, or other force majeure events). If performance is prevented or hindered by such events, we may adjust the schedule or cancel the affected portion of the order without liability. We will notify the Buyer and, where feasible, propose a revised delivery date.

6.3 Delivery Requirements & Site Access- The Buyer must (a) comply with Container Sales Group's delivery requirements; and (b) ensure an authorized person is present to accept delivery. The access route and placement area must safely accommodate a heavy truck and container(s), including **at least 120 ft of straight-line space** for a **20-ft** container and **140 ft of straight-line space** for a **40-ft** container or **two 20-ft** containers delivered together. If the driver determines the route or site is unsafe or unsuitable, the Buyer must designate an acceptable alternate location. If no suitable location is available, the container will be returned to the depot facility, and the delivery will be treated as a dry run at the Buyer's sole expense.

6.4 Failure to Accept or Receive Delivery (Dry Runs)- If the Buyer fails to timely/properly accept delivery, refuses delivery, or delivery cannot be completed due to site unsuitability or inaccessibility, the Buyer is in default without further notice. At our discretion, we may (i) return the container(s) to the depot at the Buyer's sole risk and expense, and/or (ii) reschedule delivery at the Buyer's expense. All storage, removal, re-delivery, trucking (dry run"), and handling costs are borne exclusively by the Buyer. We remain entitled to the full invoice amount and any other remedies available at law or in equity.

6.5 Risk of Loss- Risk of loss or damage transfers to the Buyer upon delivery to the Buyer's designated location or upon pick-up at the depot. Container Sales Group is not liable for damage, loss, or delays after delivery has been completed in the manner selected by the Buyer.

6.6 Inspection at Delivery or Pick-Up- The Buyer must inspect the container(s) immediately upon delivery before the driver departs the site. For depot pick-ups, the Buyer's driver must inspect before leaving the depot yard. Any issues related to structural soundness or Wind and Water Tight condition must be reported immediately so we can provide an on-the-spot remedy (see 6.7).

Shipping containers are built for heavy-duty global transport. Normal signs of prior service may include surface rust, scratches/scrapes, and dents or professional cosmetic repairs. These conditions are cosmetic and do not affect structural integrity or performance. Door functionality, stiffness or alignment issues often result from uneven or soft ground and are typically resolved with proper leveling and lubrication after placement.

6.7 Remedies- If a container does not meet the guaranteed condition upon delivery or pick-up (see Section 7), Container Sales Group may, at its discretion:

- Provide repair reimbursement; or
- Exchange the container (additional delivery fees may apply); or
- Cargo Worthy (CW) & IICL: Certified for international shipping, with solid floors, sound structure, and ability to handle heavy loads.

- Transport the container back to the depot and refund the purchase price, less applicable fees (inspection, modifications, banking, cancellation, trucking, handling).

No remedies are offered for cosmetic issues, door adjustments due to site conditions, or any claims made after the driver has left the site/depot.

6.8 Cancellations

- Orders canceled ≥ 2 business days before the scheduled delivery: refundable less a 10% cancellation fee and any inspection, modification, or banking fees incurred.
- Cancellations within 2 business days of delivery may incur a delivery/trucking fee in addition to the 10% cancellation fee and related expenses.

6.9 Delivery-Area Damage, Access Authorization & Claims

(a). Access Authorization & Surface Waiver
By requesting delivery, the Buyer authorizes the driver to enter the property, jobsite, driveway, yard, easements, alleys, or other access routes designated by the Buyer. The Buyer acknowledges heavy trucks/equipment may cause ruts, cracking, spalling, depressions, broken pavers/curbs, landscaping damage, sprinkler/utility damage, or soil disturbance. Container Sales Group ("CSG") and its carriers are not liable for surface, sub-surface, landscaping, structure, or access-route damage resulting from obeying the Buyer's access instructions.

(b). Buyer's Site Responsibilities
The Buyer must ensure safe, legal, and suitable access, including adequate clearances, load-bearing capacity, level/firm ground, and marked utilities. The Buyer is responsible for permits/approvals and confirming that access routes can support the weight/length of the truck and container. If access is unsafe or unsuitable, delivery may be declined or treated as a dry run under Section 6.4, at the Buyer's expense.

(c). Property Damage Allocation
Damage caused by pre-existing site conditions, inadequate site prep, soft/uneven ground, hidden voids, unmarked utilities, or Buyer-directed maneuvers (e.g., "drive across the grass," "use the sidewalk," "swing over the curb") is at the Buyer's sole risk. Container Sales Group has no duty to install ground protection.

(d). Third-Party Carrier Claims
Deliveries may be performed by independent carriers. To the extent any claim lies with the carrier, , but Container Sales Group is not responsible for the carrier's acts/omissions and has no obligation to pay or adjust carrier claims.

(e). Limitation of Liability
Container Sales Group is not responsible for indirect or special losses (including lost profits, business interruption, or similar damages), except where prohibited by law.

(f). Right to Decline Delivery
Container Sales Group or its carrier may refuse or suspend delivery if conditions are unsafe or noncompliant. Such events may be treated as a dry run per Section 6.4.

7. Quality Guarantee

At Container Sales Group, we stand behind the condition of every shipping container we sell. The Buyer is responsible for inspecting the container upon delivery or pick-up while the container is on the ground. Any concerns regarding condition must be reported to Container Sales Group while the driver remains onsite or at the depot facility so the issue may be addressed promptly.

Any condition-related concerns must be reported at the time of delivery or pick-up. Failure to do so will constitute acceptance of the container in its delivered condition.

7.1 Used Shipping Containers – Wind & Water Tight (WWT), Cargo Worthy (CW), or IICL- Used shipping containers sold as Wind & Water Tight (WWT), Cargo Worthy (CW), or IICL are guaranteed at the time of delivery or pick-up to meet the following condition standards:

- **Structurally sound**
- **Weather-sealed**
- **Free from leaks**

Upon purchase, it is communicated to the Buyer that used shipping containers have typically been in service for ten (10) years or more. As a result, the Buyer understands and accepts that normal wear and cosmetic imperfections may be present, including:

- **Minor dents and dings**
- **Surface rust or paint wear**
- **Scratches or cosmetic patches**
- **Container doors may feel stiff and may require lubrication of hinges, locking bars, and rods**
- **Placement on a level surface is necessary to ensure proper door alignment and operation**

The cosmetic conditions listed above are normal for used containers and do not affect the structural integrity or intended use of the container. Cosmetic appearance is not guaranteed for used containers. Buyers for whom appearance is a priority are encouraged to purchase a New/One-Trip container or plan to repaint the container after delivery.

7.2 New/One-Trip Containers- New/One-Trip shipping containers are guaranteed at the time of delivery or pick-up to be in near-new condition and to have completed one (1) international shipment from the overseas manufacturer prior to arrival in the United States.

Upon purchase, it is communicated to the Buyer that because New/One-Trip containers are essentially new, the Buyer can reasonably expect the following:

- **Clean interior and exterior surfaces**
- **Minimal cosmetic wear**
- **No surface rust**
- **Doors that operate smoothly when the container is placed on a level surface**

The Buyer further acknowledges that minor cosmetic marks resulting from international transport and handling may be present, including:

- **Light scuffs or scratches**
- **Minor exterior dents or marks from lifting or stacking**
- **Slight wear around corner castings or door hardware**

These minor cosmetic conditions are normal for New/One-Trip containers, do not affect the structural integrity or intended use of the container, and are considered standard in international shipping container transport.

New/One-Trip containers are recommended for Buyers seeking the cleanest appearance, longest expected service life, or containers intended for retail, residential, or other highly visible applications.

8. Returns

8.1 Final Sale Policy- All Container sales are final. Due to the size, weight, and nature of shipping Containers, returns and exchanges are not accepted once delivery or pick-up has been completed.

Container Sales Group guarantees the condition of each Container at the time of delivery or pick-up, as described in Section 7: Container Quality Guarantee. The Buyer must inspect the Container at delivery before the driver departs the site; for depot pick-ups, inspection must be completed before leaving the depot yard. Any concerns regarding structural soundness or wind-and-watertight condition must be reported immediately so an appropriate remedy can be provided while the driver is on site or prior to departing the depot facility.

Because inspection is required at delivery or pick-up, and remedies are offered at that time, no returns will be accepted after the driver has left the site or the Container has exited the depot.

Returns, refunds, or exchanges will not be provided for reasons including, but not limited to:

- Cosmetic condition (dents, scratches, surface rust, or cosmetic repairs)
- Door stiffness or alignment issues caused by uneven ground or site leveling
- Change of mind after delivery or pick-up
- Site inaccessibility, unsafe conditions, or refusal of delivery
- Zoning, permitting, or local regulations that prohibit placement or delivery

By completing a purchase with Container Sales Group, the Buyer acknowledges and agrees to these terms.

9. Fabrication

9.1 Fabrication Agreement- A Fabrication Document is required for any modifications, additions, or installations requested by the Buyer on equipment purchased from Container Sales Group**.** Once signed by the Buyer and returned, this document becomes a binding contract between the parties, setting forth the agreed-upon terms, specifications, and obligations.

The signed Fabrication Document is incorporated into the Purchase Agreement for the Container. Fabrication will commence upon receipt of payment. If a check is returned for non-sufficient funds or the Buyer issues a stop-payment, a $100 fee will be assessed.

The Buyer also agrees that Container Sales Group may use photos or images of the completed Container for its website, advertising, or other promotional materials. The Buyer waives any rights of privacy in connection with such use and expressly consents to the same.

10. Limitation of Liability

10.1 Disclaimer of Warranties- Except for the express guarantees set forth in these Terms, all Containers are sold "as is." Container Sales Group makes no representations and provides no warranties, express or implied, either in fact or by operation of law, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

10.2 Exclusions from Guarantee- The guarantees described in Sections 6 and 7 do not apply to, and Container Sales Group accepts no liability for:
(a) Permissible trade variations or technically unavoidable deviations in quality, color, dimensions, and/or weight; or
(b) Separate parts, accessories, or installations associated with the Container(s).

10.3 Limitation of Remedies- Container Sales Group's liability is strictly limited to direct damage to the Container(s). The Buyer's sole and exclusive remedy shall be, at Container Sales Group's discretion:

- Repair of the defective Container(s),
- Replacement of the Container(s), or
- Refund of the purchase price paid.

Under no circumstances shall Container Sales Group, its affiliates, or its representatives be liable for any special, incidental, indirect, or consequential damages, including but not limited to lost profits, loss of use, business interruption, or other economic losses, whether arising in contract, negligence, or otherwise, even if advised of the possibility of such damages.

10.4 Third-Party Liability- Container Sales Group shall not be held liable for any damage, injury, or loss caused by third parties engaged by either Container Sales Group or the Buyer, including third-party carriers used for delivery or transport.

10.5 Set-Off Prohibited- The Buyer may not offset or withhold any amounts due to Container Sales Group against claims or disputes.

10.6 Limitation of Claims- Any claims regarding the condition of the Container(s) must be made at the time of delivery or pick-up, prior to the driver's departure from the site or depot. Once delivery or pick-up is complete and accepted, Container Sales Group shall have no further liability for condition-related claims.

10.7 Indemnification- The Buyer shall indemnify, defend, and hold harmless Container Sales Group, its affiliates, and their officers, directors, employees, and agents from and against any and all liabilities, damages, costs, or claims (including reasonable attorneys' fees) arising out of or related to:

(i) the Buyer's use of the Container(s);
(ii) the Buyer's gross negligence or willful misconduct; or
(iii) the Buyer's material breach of these Terms.

11. Accuracy of Information

11.1 Website- From time to time, our Website or Services may contain typographical errors, inaccuracies, or omissions related to product descriptions, pricing, availability, promotions, or offers. Container Sales Group reserves the right to correct any such errors, inaccuracies, or omissions, and to change or update information or cancel orders if needed, at any time and without prior notice (including after an order has been submitted).

We have no obligation to update, amend, or clarify information on the Website, including pricing information, except as required by law. Any update or refresh date shown on the Website should not be taken to mean that all Website information has been modified or updated.

12. Intellectual Property Rights

12.1 Ownership of Content- All content on the Container Sales Group website including text, images, product descriptions, graphics, logos, and designs is the property of Container Sales Group or its licensors and is protected by copyright, trademark, and other intellectual property laws.

No rights, titles, or interests in our intellectual property are transferred to the Buyer or any website user. By accessing or purchasing from our website, you agree not to copy, reproduce, distribute, or otherwise use our content, trademarks, or branding without our prior written consent.

Any unauthorized use of our intellectual property is strictly prohibited and may result in legal action.

13. Miscellaneous

13.1 Waiver - No waiver by Container Sales Group of any breach or failure to comply with any condition or provision of these Terms shall be considered a waiver of the same or any other condition or provision at any other time.

13.2 Severability- If any provision of these Terms is found to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the remaining provisions, which shall continue in full force and effect.

13.3 Governing Law- These Terms shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles. 13.4 Entire Agreement These Terms, together with any written sales order, invoice, or applicable fabrication document, constitute the entire agreement between Container Sales Group and the Buyer, and supersede all prior verbal or written communications or understandings between the parties.